



CABINET AGENDA

Wednesday, 8 July 2009

Jeffery Room

6:00 pm

Members of the Cabinet:

Councillor: Tony Woods (Leader of the Council)
Councillor: Brian Hoare (Deputy Leader)
Councillors: Sally Beardsworth, Richard Church,
Trini Crane, David Perkins, Paul Varnsberry

Chief Executive David Kennedy

If you have any enquiries about this agenda please contact Jo Darby 01604 837089 or jdarby@northampton.gov.uk

PORTFOLIOS OF CABINET MEMBERS

CABINET MEMBER	PORTFOLIO TITLE
Councillor A. Woods	Leader Partnership and Improvement
Councillor B. Hoare	Deputy Leader Engagement
Councillor S. Beardsworth	Housing
Councillor R. Church	Planning and Regeneration
Councillor T. Crake	Environment
Councillor D. Perkins	Finance
Councillor P.D. Varnsvery	Communities

NORTHAMPTON BOROUGH COUNCIL

CABINET

Your attendance is requested at a meeting to be held at the Jeffery Room on Wednesday, 8 July 2009 at 6:00 pm.

D Kennedy
Chief Executive

AGENDA

1. APOLOGIES
2. MINUTES
3. DEPUTATIONS/PUBLIC ADDRESSES
4. DECLARATION OF INTEREST
5. ISSUES ARISING FROM OVERVIEW AND SCRUTINY COMMITTEES
 - (A) OVERVIEW AND SCRUTINY 1 PRE-DECISION SCRUTINY: COMMUNITY CENTRES
6. RESPONSE TO O & S HOUSING AND ENVIRONMENT (BILLING WASTE WATER) TASK AND FINISH GROUP 26.11.08
Report of the Director of Environment and Culture
7. RESPONSE TO O & S 1 REPORT ON WNDC PARTNERSHIP WORKING WITH NBC 25.02.09
Report of the Director of Planning and Regeneration
8. RESPONSE TO O & S 2 CONTAMINATED WATER TASK & FINISH GROUP 20.05.09
Report of the Assistant Chief Executive
9. MARKET HALL, BRADSHAW STREET - GRANT OF LEASE TO NORTHAMPTON ARTS COLLECTIVE
Report of the Director of Finance and Support
10. EVALUATING WAYS OF DELIVERING SERVICES AND IMPROVING VALUE FOR MONEY (VFM) FOR THE COUNCIL TAX PAYERS OF NORTHAMPTON
Report of the Management Board
11. HOUSING TENANCY AGREEMENT
Report of the Director of Housing Services
12. PLACES OF CHANGE PROJECT IMPLEMENTATION
Report of the Director of Housing Services

13. GREENFIELD AVENUE - PROPOSED INFILL DEVELOPMENT
Report of the Director of Housing Services
14. COMMUNITY CENTRES
Report of the Assistant Chief Executive
15. FUTURE OF ALLCHIN STEAMROLLER
Report of the Director of Finance and Support
16. EXCLUSION OF PUBLIC AND PRESS
THE CHAIR TO MOVE:
“THAT THE PUBLIC AND PRESS BE EXCLUDED FROM THE
REMAINDER OF THE MEETING ON THE GROUNDS THAT
THERE IS LIKELY TO BE DISCLOSURE TO THEM OF SUCH
CATEGORIES OF EXEMPT INFORMATION AS DEFINED BY
SECTION 100(1) OF THE LOCAL GOVERNMENT ACT 1972 AS
LISTED AGAINST SUCH ITEMS OF BUSINESS BY
REFERENCE TO THE APPROPRIATE PARAGRAPH OF
SCHEDULE 12A TO SUCH ACT.”

OVERVIEW & SCRUTINY VIEWS AND RECOMMENDATIONS TO CABINET 8 JULY 2009

Report Title	REPORT OF OVERVIEW AND SCRUTINY COMMITTEE 1 (PARTNERSHIPS, REGENERATION, COMMUNITY SAFETY AND ENGAGEMENT)
	PRE DECISION SCRUTINY: COMMUNITY CENTRES

Agenda Status: PUBLIC

1. Purpose

- 1.1 To submit a report to Cabinet detailing the Committee's conclusions and recommendations following the pre-decision Scrutiny of Community Centres that took place on Wednesday 24 June 2009.

2. Recommendations

- 2.1 That Cabinet be formally notified of Overview and Scrutiny Committee 1 (Partnerships, Regeneration, Community Safety and Engagement)'s conclusion and recommendations following the pre decision scrutiny of the Community Centres issue on 24 June 2009.

Resolved: That Overview and Scrutiny Committee 1 (Partnerships, Regeneration, Community Safety and Engagement) inform Cabinet that: -

- 1) Overview and Scrutiny Committee 1 is concerned whether the identified saving of £190,000 from the Community Centre budget will be achieved.
- 2) The Community Centre Strategy should not be driven by the identified budget savings.
- 3) There is insufficient information available for the Committee to determine the basis of the Review of Community Centres, and it requests Cabinet to provide this information to its meeting on 12 October 2009.
- 4) Sufficient time be given to the Review of Community Centres to ensure that it is carried out thoroughly.

3. Background and Issues

- 3.1 At its meeting on 1 April 2009, a member of the public addressed the Committee on the Forward Plan in relation to the subject Community Centres. Following debate of this issue the Committee agreed that there was a need for it to undertake some pre decision scrutiny into the Community Centres Strategy – future management of Community Centres.

4 Pre Decision Scrutiny

- 4.1 At the scheduled meeting of the Committee held on 24 June 2009, pre decision scrutiny on Community Centres was undertaken.
- 4.2 A presentation was given by the Head of Policy and Community Engagement that included:
- - The Reasons to review Community Centres
 - Communities and their Centres
 - Value for Money
 - Active Management
 - Emerging Proposals
- 4.3 Following the presentation the Committee debated the proposed Review, conveying its concerns and queries.

4 Findings and Conclusions

- 4.1 The Committee welcomes the Review of Community Centres but realises that it will involve a long, complicated consultation process, it is an important issue to the town and considerable budget savings are expected to be made by 1 April 2010. The Review process should not be hurried in order to meet the required budget savings by the end of the financial year. Overview and Scrutiny Committee 1 is concerned whether the identified saving of £190,000 from the Community Centre budget will be achieved but is aware that this has already been identified as a key risk.
- 4.2 Income and expenditure budget head figures will become available during consultation with the individual Community Centres and all principles of Community Asset Transfer explored. Individual meetings have taken place with the Chairs of Community Centre Management Committees and pre consultation with the Management Committees.
- 4.3 The Committee requires further information on the Review, such as income and expenditure figures, and requests that this be provided to its next meeting on 12 October 2009.
- 4.4 In discussing its work programme at a later agenda item, the Committee included a Review of the Community Centres Strategy to its Work Programme 2009/2010, proposing that it commences late autumn 2009. Prior to the commencement of the Task and Finish Group Review, Councillors Portia Wilson, Tony Clarke and David Palethorpe will meet with the Head of Policy and Community Engagement in respect of the information currently available for the proposed Review of Community Centres and report back their findings to the October meeting of Overview and Scrutiny Committee 1.

5. Options

5.1 Not applicable.

6. Implications (including financial implications)

6.1 Policy

6.1.1 The work of Overview and Scrutiny plays a major part in the development of the Council's policy framework through its work programme.

6.2 Resources and Risk

6.2.1 Not applicable.

6.3 Legal

6.3.1 The duties to undertake Overview and Scrutiny are set out in the Local Government Act 2000.

6.4 Equality

6.4.1 Not applicable.

7 Consultees (Internal and External)

7.1 Overview and Scrutiny Committee 1 (Partnerships, Regeneration, Community Engagement and Safety) undertook pre decision scrutiny of Community Centres.

7.2 The Assistant Chief Executive and Head of Policy and Community Engagement provided evidence to the Committee.

7.3 The Deputy Leader provided evidence to the Committee.

7.4 The meeting of Overview and Scrutiny Committee 1 held on 24 June 2009 was published through the Council's normal channels and was attended by 3 members of the public.

8. Background Papers

The key papers are;

- Presentation – Community Centres – Update to Overview and Scrutiny Committee 1
- Minutes of the meeting of Overview and Scrutiny Committee 1 of 1 April 2009 – Item 11 – Forward Plan

Report Author and Title: Tracy Tiff, Overview and Scrutiny Officer, on behalf of Councillor Andrew Simpson, Chair, Overview and Scrutiny Committee 1 (Regeneration, Partnerships, Community Engagement and Safety)

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CABINET REPORT

Report Title	Billing Waste Water Working Party
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AGENDA STATUS: Public

Cabinet Meeting Date:	8 July 2009
Key Decision:	NO
Listed on Forward Plan:	YES
Within Policy:	YES
Policy Document:	NO
Directorate:	Environment & Culture (Public Protection)
Accountable Cabinet Member:	T Crake. Portfolio Holder for the Environment
Ward(s)	Billing Ward, Ecton Brook Ward

1. Purpose

- 1.1 The report sets out the Cabinets response in respect of the recommendations set out in the Overview and Scrutiny 2, Billing Waste Water Task and Finish Group

2. Recommendations

- 2.1 Cabinet agree the recommendations set out in the Overview and Scrutiny 2, Billing Waste Water Task and Finish Group in 3.3 (1 to 7) below namely:
 - a. That continuous improvement reviews of the service are carried out to ensure that their working practices continue to be in line with national standards and Government guidance
 - b. That a robust proactive continuous monitoring regime be put in place by the Council's Regulatory Services
 - c. That the evidence collected by this working party is forwarded onto West Northamptonshire Development Corporation for their information in the consideration of any planning applications submitted by Anglian Water

- d. That Officers be instructed to monitor the iron salts releasing programme Water and request details of the iron salts releasing programme
 - e. That a copy of the report be forwarded to all neighbouring Local Authorities
 - f. That the Council's Regulatory Services Officers contact each petitioner within the Northampton Borough Boundary, and forward the rest of the petition to Wellingborough Borough Council for action according to their processes.
- 2.2 That Cabinet Notes that currently there is insufficient evidence to serve an Abatement Notice
- 2.3 That Cabinet confirms this response to Overview and Scrutiny 2.

3. Issues and Choices

- 3.1 Report Background
- 3.2 The Housing and Environment Overview and Scrutiny Committee established the Task and Finish Group out of concern that an Abatement Notice under the Environmental Protection Act 1990 s 80 should be served upon Anglian Water in respect of a possible smell nuisance from Billing Waste Water Treatment Works (sometimes called Billing Sewage Works).
- 3.3 The Task and Finish Group met between December 2008 and March 2009 and the report received approval at the Overview and Scrutiny Committee meeting held on 7 April 2008.
- 3.4 The report made the following recommendations / observations.
- 1) There is sufficient evidence to acknowledge that the work of Northampton Borough Council's Regulatory Services Officers has been robust and professional and that continuous improvement reviews of the service the Service are carried out to ensure that their working practices continue to be in line with national standards and Government guidance
 - 2) That currently there is insufficient evidence to serve an Abatement Notice
 - 3) Notwithstanding the above statement (2), given the factors affecting the possibility of any potential future nuisance due to the nature of the activity and the many causative factors, that a robust proactive continuous monitoring regime be put in place by the Council's Regulatory Services
 - 4) The evidence collected by this working party is forwarded onto West Northamptonshire Development Corporation for their information in the consideration of any planning applications submitted by Anglian Water
 - 5) That Officers be instructed to monitor the iron salts releasing programme Water and request details of the iron salts releasing programme

- 6) That a copy of the report be forwarded to all neighbouring Local Authorities
 - 7) The Council's Regulatory Services Officers contact each petitioner within the Northampton Borough Boundary, and forward the rest of the petition to Wellingborough Borough Council for action according to their processes.
- 3.4 The report of the Task and Finish Group was presented to Cabinet on 11 November 2008 by the Chair of the Group, Councillor Dennis Meredith and Chair of Overview and Scrutiny 2 Cllr Malpas.
- 3.5 Cabinet resolved that the report of the Overview and Scrutiny 2, Billing WwTW Task and Finish Group be received and that Cabinet provide a full response on 7 July 2009.
- 3.6 The recommendations of the Task and Finish Group have now been implemented and a report on the findings was presented to the O&S Committee on 23 March 2009. A copy of the report is appended to this report
- 3.7 This Working Party notes that Anglian Water is and will continue to take appropriate action to manage the odour, working closely with the Council's Regulatory Services Officers

4. Implications (including financial implications)

4.1 Policy

The solutions to the recommendations of Overview and Scrutiny 2 will not result in changes to Council policy.

4.2 Resources and Risk

The work associated with the recommendations by Overview and Scrutiny Committee 2 will not require additional staff or financial resource, either for a short or extended period.

4.3 Legal

No legal issues have been identified as a result of recommendations of the report

4.4 Equality

No equality issues have been identified as a result of recommendations of the report

4.5 Consultees (Internal and External)

None for this particular report

4.6 How the Proposals deliver Priority Outcomes

By monitoring the site and responding to complaints the Council can ensure that best practice is employed by Anglian Water to minimise smells from the site. This promotes priority outcome 2, by protecting the health and enhancing the wellbeing of the local community.

4.7 Other Implications

None

5. Background Papers

- 5.1 Cabinet on 11 November 2008 Minutes
Report of the Overview and Scrutiny 2 Billing Waste Water Task and Finish Group as approved by Overview and Scrutiny on 11 November 2008
Report to Overview and Scrutiny 2, 23 April 2009

**Author and lead officer to Task and Finish Group: -
P Mallard, SEHO, Ext 7649**

Report to Overview and Scrutiny – Six Monthly review December 2008

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Purpose of report

This report is to update the Committee with information concerning the Billing Waste Water Treatment Plant. The recommendations made the committee to Cabinet in November 2008 are reproduced in the Appendix and cross-referenced in the text.

Background

Since the last report to the Committee planning consent has been granted for the construction of an addition to the sludge treatment process. The new plant is referred to as a Monsal plant and this provides enhanced sludge treatment so as to provide a more useful sludge cake that can be used directly on land. Currently the cake has to be stored for several months on site before it can be sent for spreading on agricultural land. The cake produced by the new process is expected to be much less odorous than the current product.

The inclusion of the new works requires modifications to the existing process that are expected to reduce the odour emission from the process as a whole by approximately 30%.

Construction of the new plant has been underway for several months and should be finished by September or October 2009.

We are currently working with Anglian Water to finalise the noise and odour control schemes required by the planning consent.

A visit was made to a similar Monsal Plant at Kings Lyn recently to try to progress work on compliance with the noise control condition and this is currently in hand. AW has advised us that their more detailed proposals for the Odour Control Scheme will be provided by the end of March.

Progress on the Project

The construction works appears to be well advanced. The ancillary work to provide increased sludge thickening capacity, replacement of primary de-sludging pumps, installation of iron salt dosing plant, closure of the primary settlement chambers and covering the import sludge holding tank should be completed and begin commissioning in May - June 2009 (Recommendation 7 and 8 below).

In addition to the above the rising main from Earls Barton, that operates intermittently, has been provided with an extension so that it discharges below the surface at the inlet works. This was done to try to reduce intermittent incidents of strong odour reportedly affecting the inlet area. Further complaints concerning this have not been received.

Open Day

The Works have not had an open day and there are no plans for one in the immediate future (Recommendation 8 below).

There is a considerable amount of construction work across the whole site and AW felt that an open day would expose people to potential risk. It is always difficult to control large numbers of people and the risk would be magnified because of the construction work.

Liaison with residents & groups in the area

Anglian Water held an open meeting at Ecton Village Hall on 5th February 2008.

Mr Hilsdon (Plant Manager) attended a meeting of Cogenhoe & Whiston council on 14th April 2008 to discuss the new sludge treatment centre

Anglian water has produced and distributed locally two newsletters about what is happening at Gt. Billing STW (they have also been e-mailed to Ecton and Cogenhoe & Whiston councils), a third newsletter will be produced soon. Copies of the newsletters are attached.

Mr Hilsdon, the Works manager has provided the following information regarding numbers of complaints made direct to Anglian Water.

In the Calendar year of 2008, we received 37 odour complaints. Most of these were directly from customers to our Call Centre but some were passed to me by yourself [Northampton Borough Council] as a result of you receiving them from members of the public.

Action taken with every complaint received is

- 1. Check site records book & site odour spray log book for any potential cause of odour. Ensure that repairs for odour control plant breakdowns are given a high priority*
- 2. Check for any work on site (e.g. movement of sludge cake etc) that may cause odour*
- 3. Contact customer by telephone & discuss their complaint, ask if further feedback is required*
- 4. Send written response if requested*

Odour Monitoring

Regular checks are carried out (6 days per week) by Anglian Water on the odour control equipment on site and log sheets are completed detailing any issues found or any changes made. Any necessary actions or repairs are carried out as detailed in the Odour Management Plan. We would ask to see these logs when we visit.

Anglian Water personnel from Peterborough using odour-measuring equipment carry out odour surveys across the whole site. It is understood that these surveys have been carried out on four occasions this year (Recommendation 8 below).

As well as these surveys, the local team carry portable gas monitors that can be used for odour monitoring if necessary. Although the portable detectors do not measure very low concentrations of gas AW consider that they are a very good indicator if odour levels are liable to rise to detectable levels.

Complaints

Since the petitions received around the last O&S meeting there have been a total of 27 complaints.

3 were the return of diary sheets

People returning diary sheets were contacted and have been requested to continue logging incidents.

3 were from outside the Borough (Ecton 2, Cogenhoe 1)

Complaints from outside the Borough were passed on the relevant Local Authority. No observations have been carried out at locations outside the borough. Monitoring at these locations is the responsibility of the Local Authority for that area.

By month, there were:

June – 5

July – 15 (6 concerning an incident around 1 – 3 July; 7 concerning an incident around the 24, 25 July)

August – 1

September – 2 (1 Diary Sheet)

October – 1 (diary sheet)

Monitoring

In 2008 a total of 80 off-site observations have been carried out around the works, mainly pro-actively when weather conditions were considered suitable or in response to a complaint (Recommendation 3 below).

During the observations any smell was rated on a scale of 1-4 each for intensity, hedonic tone (or offensiveness) and persistence. So each observation could score up to a maximum of 12. Analysis of the observations gave the following result.

Max	Ave	STD	Count
10	2.2	2.7	80

It can be seen that the scores were generally in the lower quartile. The 10 score was noted in September at Billing Garden Village and is thought to be due to the movement of sludge cake from the bays, which was observed during an extensive site visit the day before (Recommendation 10 below). The Plant manager was advised of the situation and asked to investigate. No complaints were received from the occupants of the Village concerning the incident.

On one occasion a score of 6 had been noted around one complainant's house. When approached concerning the incident it was stated that the odour had been observed but it was not considered worth noting on the diary sheet.

It was noted that odour was more detectable as temperatures rose. The incident that provoked several complaints in early July was due to maintenance on the Primary Sludge Tanks (PSTs).

Other incidents after that were due to the movement of sludge cake. This should be affected for the better when the new Enhanced Sludge Treatment Plant (Monsal Plant) comes on line in September 2009.

Other incidents were attributed to the sludge buffer tank, which has now been covered and is to be provided with odour abatement.

At other times, particularly in the warmest weather it was difficult to pin the smell down to one particular source.

Generally, the smell from the works was found to variable and at times elusive. It was not found to be an all-pervasive presence at any one location.

Odour Management Plan

A revised odour management Plan has been produced that is substantially traceable to the Code of Practice and this will be monitored. The latest version is attached.

Environment Agency

The Environment Agency has recently issued a Waste Management Licence (WML) for the processing of imported sludge on the site. The process boundary takes in just about everything of any odour producing significance, except the Primary Settlement Tanks. The Licence is required due to the proposed quantities of imported sludge.

When the Monsal plant comes on line this will be included in the licence/permit and its Combined Heat and Power (CHP) plant will be subject to an Environmental Permit (EP) in its own right.

Premises subject to Waste Management Licences or Environmental Permits are immune from Statutory Nuisance Action and, therefore, the EA are responsible for controlling noise and smell on these sites. A meeting has been held recently with the Environment Agency regarding liaison over the site.

Since part of the site falls outside the Process Boundary (the Primary Settlement Tanks) we still have a responsibility to investigate complaints. Environment Agency will be notified of all complaints we receive and vice versa.

Odour and noise on Licensed or Permitted Sites are controlled by means of process guidance notes and conditions and don't involve the need to demonstrate nuisance. The conditions generally require that odour and noise do not give rise to "reasonable cause for annoyance", which is a higher standard than nuisance that requires the situation to be more than merely annoying.

We are liaising with Anglian Water over the Planning Conditions and will continue to monitor the odour proactively within the Borough and collate the data.

Conclusion

The observations indicate that the works to be carried out in association with the construction of the Monsal Plant should help control the sources of odour on site. However, the effect will not be fully felt until the plant is completed and running normally, which will be September 2009 at the earliest, which means the effects won't be fully appreciated until summer 2010.

The observations indicate that the smell is not bad enough to be a nuisance and warrant the service of a Notice at the moment but the situation will be kept under review.

The recent involvement of the Environment Agency in licensing the site means that only odour emissions from the Primary Settlement Tanks can be subject to Statutory Nuisance Action, odour from other parts of the site should be controlled by the Environment Agency.

We will be liaising with the Environment Agency over odour and noise issues.

Recommendation

The situation is kept under review by the Environmental Health Department and action taken as need arises.

Appendix – Recommendations Overview and Scrutiny 11 November 2008

This Working Party recommends that;

1. It has seen sufficient evidence to acknowledge that the work of Northampton Borough Council's Environmental Health Officers has been robust and professional. To ensure continued improvements to the service, the Environmental Health Department carries out periodic reviews to ensure that their working practices continue to be in line with national standards and Government guidance;
2. The Working Party considers that currently there is insufficient evidence to serve an Abatement Notice;
3. Notwithstanding the above statement, given the factors affecting the possibility of any potential future nuisance due to the nature of the activity and the many causative factors, it is recommended that a robust proactive continuous monitoring regime is put in place by the Council's Environmental Health Department;
4. The evidence collected by this working party is forwarded onto West Northamptonshire Development Corporation for their information in the consideration of any planning applications submitted by Anglian Water;
5. The evidence presented in this report be noted, and
6. Overview and Scrutiny Committee Two recommends to Cabinet the findings and recommendations of this report for adoption.
7. That Officers be instructed to monitor the iron salts releasing programme
8. That Officers be instructed to contact Anglian Water requesting details when the iron salts releasing programme was installed, the dates that the consultants will be visiting the site and details of the open day.
9. That a copy of the report be forwarded to all neighbouring Local Authorities.
10. This Working Party notes that: In addition to point (3) Anglian Water is and will continue to take appropriate action to manage the odour, working closely with the Council's Environmental Health Officers;
11. The Council's Environmental Health Officers are contacting each petitioner within the Northampton Borough Boundary, and forward the rest of the petition to Wellingborough Borough Council for action according to their processes.

NB - Recommendations 4, 9 and 11 have been carried out.

Appendices
Appendix 1



NORTHAMPTON
BOROUGH COUNCIL

Item No.

7

CABINET REPORT

Report Title	Response of Cabinet to The Recommendations of Overview & Scrutiny Committee 1 (Partnerships, Regeneration, Community Safety & Engagement) – West Northants Development Corporate & Partnership Working with Northampton Borough Council
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AGENDA STATUS: PUBLIC

Cabinet Meeting Date:	8 th July 2009
Key Decision:	YES
Listed on Forward Plan:	YES
Within Policy:	YES
Policy Document:	NO
Directorate:	Planning, Regeneration & Development
Accountable Cabinet Member:	Richard Church
Ward(s)	N/A

1. Purpose

- 1.1 To consider the recommendations of Overview & Scrutiny Committee 1 as set out in their report to Cabinet dated 25th February 2009 and to respond accordingly.

2. Recommendations

- 2.1 That Cabinet support and accept the broad thrust and direction (more particularly as set out in Recommendation 2.2 below) of the Recommendations from Overview and Scrutiny Committee 1 and thank Committee for their report on this important matter.
- 2.2 Cabinet is recommended to respond to Overview & Scrutiny Committee 1 as follows: (numbers relate to groupings i. to vi. as set out in para. 3.1.1.)

1. That recommendation 1 (Appendix 1) is accepted and that Cabinet instructs officers to prepare a comprehensive and constructive response to the Secretary of State on the review of WNDC to take place during 2009, in accordance with the terms of reference of that review; the objectives set down by Overview and Scrutiny Committee and having regard to Paras 3.2.5 to 3.2.8. of this report.
2. That Cabinet recognises that there has been an improvement in the working relationship and partnership arrangements between NBC and WNDC. However, that this improved relationship is still maturing and should not be taken for granted and that officers be instructed to prepare an annual review and report on the achievements of the two organisations working in partnership.
3. That the improvement in communications between the two organisations be noted and that this should be covered in the annual review and report to Cabinet.
4. Cabinet are asked to note that:-
 - (i) Officers are already working with our partners in West Northamptonshire to produce a Joint Core Strategy and a report outlining the emergent strategy will be presented to the West Northamptonshire Joint Strategic Planning Committee on the 6th July for the purpose of public consultation. Overview and Scrutiny Committee One's concerns in this respect are already being met.
 - (ii) Cabinet instruct Officers to write to WNDC to record our appreciation for their involvement in the plan making process to date and request that they continue to ensure senior representation at strategic plan making meetings.
5. That Cabinet and Members of Overview and Scrutiny Committee One will receive a further briefing on the Environmental Health Consultancy service to WNDC in due course.
6. That Cabinet notes the improvements that have taken place to date in the consideration of WNDC planning applications and the way in which WNDC considers the corporate response to these applications by the Planning Committee. This will, however, also be kept under review and will be included in the annual review and report.

3. Issues and Choices

3.1 Report Background

The review of the relationship and working arrangements between Northampton Borough Council and West Northants Development Corporate have been part of the work of the O&S1 for sometime. The purpose of the review was to establish how well WNDC is performing and how the partnership is working to deliver the re-generation, planning and growth of objectives for the Town.

- 3.1.1. O&S1 reported their findings to Cabinet on the 25th February 2009, together with 23 recommendations, which can be grouped as follows:
- i. The statutory remit of WND, including their planning powers and the composition of the Board and Committees
(Recommendations: 1, 4, 11, 12, 13, 1, 18, 22 and 23)
 - ii. Partnership working and necessary resources
(Recommendations: 2, 3, 5, 6, 7, 10, 14 and 15)
 - iii. Effective communications
(Recommendation: 8)
 - iv. Effective engagement of WND in the plan-making process
(Recommendations: 9, 16 and 17)
 - v. The Environmental Health consultancy service to WND
(Recommendation: 21)
 - vi. NBC Representations to WND on planning applications
(Recommendation: 20)
- 3.1.2. WND was established under powers contained in The Local Government, Planning and Land Act 1980 in 2004. The Act sets out the functions, activities and powers of The Development Corporation. Its Constitution is set out in Schedule 26 of the Act, together with associated Regulations. The planning functions of the WND are set out in the West Northamptonshire Development Corporation (Planning Functions) Order 2006.
- 3.1.3. The Act and the 2006 Order establish the parameters within which WND operates and the chain of responsibility through the Secretary of State to Parliament.
- 3.1.4. The Act sets out that the object of a UDC shall be to secure the regeneration of its area (Sec. 136) and sets out the means by which the UDC will achieve its objectives.
- 3.1.5. In preparing its response to O&S1 Cabinet should also be aware that:
- i. Section 140 requires that the Development Corporation prepare a Code of Practice as to how it will consult with the relevant local authorities about the exercise of its powers and that this code be reviewed from time to time, and
 - ii. WND is a local planning authority for the purpose of Part 3 of the 1990 Town & Country Planning Act (as amended) by virtue of the 2006 Order. That is, that the WND has certain development control powers, but is not the plan making authority, and
 - iii. The Secretary of State is to undertake a review of the UDC every five years.

3.2 Issues

- 3.2.1. As a result of the evidence received, O&S1 reached a number of conclusions, which were set out in the report to Cabinet of the 25th February 2009 – Appendix 1. In essence, the Committee concluded that there is significant evidence that the working relationship between NBC & WNDC has improved and is continuing to improve. However, the Committee found that there continues to be a variable approach to partnership working and that there is still room for improvement.
- 3.2.2. This report consider the recommendations of O&S1 under the headings set out in paragraph 3.1.1. above, which are reflected in the six recommendations.
- 3.2.3. The Statutory Remit of the WNDC and The 5 Year Plan:

On the 22nd June, CLG launched its 5 year review of the three Urban Development Corporations (UDC's), London Thames Gateway, Thurrock and West Northamptonshire (WNDC).

The review will look at how well each UDC has performed since they were established in 2005; individual local circumstances and whether changes locally or regionally affect the rationale for a UDC, the impact of the changing national context, particularly the establishment of the Homes and Communities Agency and whether greater freedoms might enable the UDC to operate more efficiently and effectively. As part of the review, CLG has published a consultation paper on which it encourages responses. A copy of the consultation paper will shortly be available on the Department's web page – <http://www.communities.gov.uk>. Responses should be received by the 18th September 2009.

O&S1 recommended that NBC should be planning to input into the WNDC review in a constructive way, (Recommendation 1). It is considered that this recommendation should be adopted by Cabinet and that officers be instructed to work towards a comprehensive and constructive submission to the Secretary of State on behalf of the Council. The submission to the Secretary of State should deal with the following matters; and those detailed in paras. 3.2.5 to 3.2.8:-

- (a) A redefined and refocused role for WNDC as the Local Delivery vehicle and it's relationship with the Borough and District Councils given its function to secure the regeneration of this area
 - (b) The role of WNDC as a Development Control authority for the purposes of Part III of The Town & Country Planning Act (as amended), and whether such a role is appropriate.
- 3.2.4 The 5 year review of WNDC will give the constituent local authorities which comprise West Northamptonshire the opportunity to seek changes to the existing arrangements, in particular to review the functions, activities and powers of the UDC. These are set out in Appendix 2. It should be noted,

however, that the function of the WNDC is to secure the regeneration of its area.

3.2.5 Since the WNDC was established in 2004 the policy agenda has shifted with the adoption of Regional Spatial Strategy for the East Midlands in March 2009. The emphasis is now much more on the delivery of the growth agenda for homes and jobs to 2026 and beyond, together with the infrastructure required to support it. The life-span of WNDC is limited to a further five years. Given this, some doubt may be cast on whether or not a body such as WNDC, with no apparent long-term future and with its current split focus on delivery and regulation, is the appropriate body to deliver investment and growth in West Northamptonshire over the next 20 years and beyond.

3.2.6 The 5 year review will also consider WNDC's planning powers under Part III of The Town & Country Planning Act. There is no doubt that the planning powers granted to WNDC in 2006, particularly as they relate to Northampton, have proved to be a distraction to the organisation from its main function as a regeneration agency. It is inappropriate and unnecessary for WNDC to be the determining authority for all minor applications in the town centre. This gives rise to complex, procedural and technical problems as well as a democratic deficit in the Town. The split in planning powers between NBC and WNDC gives rise to unnecessary procedural problems, which sometimes cannot be reconciled.

3.2.7 It is, therefore, considered that the Borough Council, together with its partner authorities in West Northamptonshire, should work with WNDC to review its role with a view to re-focussing the organisation on its core functions and objectives as part of the Secretary of State's 5 year Review.

3.2.8 This review of its role will need to include positive proposals for change which should include:

- A narrower focus of the role of WNDC to delivering investment and regeneration
- Changing the boundaries of its operational area and its functions within those boundaries
- Introducing democratic accountability e.g. revising its standing orders so that NBC Councillors, as Board Members, are able to sit on WNDC's Northampton Planning Committee.
- A managed and speedy transfer of WNDC's planning powers back to Northampton Borough.
- A clear focus on Infrastructure funding and delivery
- Mechanisms and processes for joint delivery of major projects, between the partner local authorities, including the sustainable urban extensions required to deliver growth.

3.2.9 Partnership Working:

It is considered that over the last six months and since much of the original evidence was collected by O&S1, that there has been a step-change in the relationship between NBC and WNDC in terms of partnership working. This

is partially due to changes in senior management in both organisations, but is also due to other organisational changes, particularly within NBC, which has resulted in a more focussed approach to regeneration and the growth area status.

- 3.2.10 In particular, it is considered that this has resulted in significant clarification of the roles and responsibilities of the two organisations. An example of this is the successful joint approach by NBC together with WNDC, NCC and NEL for funding for the proposed Marina in Becketts Park.

NBC, WNDC with NCC and others (e.g. EMDA and NEL) are also working collaboratively on an Economic Impact Assessment concerned with key town centre projects and on a car parking study and a development proposal in St Johns following the joint launch of a master plan for the St Johns, Angel Street and Bridge Street areas last summer.

- 3.2.11 However, this improvement in Partnership working should not be taken for granted and it is considered that there is merit in an annual review and report to Cabinet on the achievements of the two organisations working in partnership. This review and report would cover the matters included, amongst others, in O & S1 Committee's Recommendations 2, 3, 5, 6, 7, 10, 14 and 15. It is to be hoped that WNDC's Board would support such a joint report and that it be prepared together.

3.2.12 Effective Communication

Members and officers from both organisations have been discussing more effective communications and ways of promoting Northampton on a Team Northampton approach. As part of this, both organisations are jointly producing a prospectus to promote Northampton as a vehicle for attracting inward investment.

- 3.2.13 This prospectus is currently at an early stage of development and will be considered by Cabinet in due course.

3.2.14 Effective Engagement of WNDC in the Plan-making Process:

The two principal LDF documents currently in the course of preparation are the Joint Core Strategy for West Northamptonshire and the Central Area Action Plan.

- 3.2.15 The West Northamptonshire Joint Strategic Planning Committee (WNJSPC) was established by the West Northamptonshire Joint Committee Order 2008. The Committee met in October 2008 and WNDC was invited to sit on the Committee as an observer. Officers from WNDC also attend the Officer Programme Board which advises the Committee and are invited to attend all working groups, including the officer charettes and Member workshops. It is considered, therefore, that WNDC is fully engaged and able to influence in the plan preparation process

3.2.16 Officers of the WNDC are also fully engaged in the plan-making process for the CAAP and attend the regular workstreams meetings together with other key stakeholders such as the County Council. These meetings have reinforced collaborative working, enabled the CAAP process to meet challenging timelines and by agreement aligned on-going WNDC workstreams with the plan making process..

3.1.17 It is expected that during the course of 2009, in the run-up to the publication of the Pre-Submission, drafts of both the WNJCS and the CAAP, that WNDC will be an integral part of the process. Further action on this point is not, therefore, required.

3.2.18 The Environmental Health Consultancy Service

This is currently being reviewed and a further report will be submitted on this in due course. However, as part of the re-organisation of the Planning Department, comprehensive representations are being sent on individual planning applications to WNDC through the reports to Planning Committee. This is discussed below.

3.2.19 NBC Representations to WNDC on Planning Applications:

There is no doubt that this has been a problematical area. There are a number of factors which have, in the past, led to NBC officer reports to the Planning Committee being unsatisfactory, particularly in the level of detail they contain. WNDC is a local planning authority for the purposes set out in the 2006 Planning Functions Order. NBC is a non-statutory consultee, albeit that it is the local planning for related matters, including enforcement, listed buildings, conservation areas and tree preservation orders.

3.2.20 It is intended that robust and comprehensive representations will be made to the Secretary of State on the extent and managed removal of WNDC planning powers and related matters as part of the 2009 review as set out in Para 3.2.6. above.

3.2.21 In the meantime, officers from NBC and WNDC have been working together to improve the way in which NBC is consulted upon and responds to planning applications where WNDC is the determining authority. In particular, officer discussions have resulted in NBC officers being invited to attend case conferences and project meetings on strategic applications. As part of that, NBC will receive more information on proposals, so reports to Planning Committee will be more robustly founded.

3.2.22 O&S1 raised, in particular, the issue of how WNDC responds to representations made by Planning Committee, including the imposition of conditions. Officers also consider that this consideration should be extended to developer obligations under Section 106 Agreements.

- 3.2.23 It is intended that reports to NBC Planning Committee, in particular the resolution and recommendations to WNDC must be worded in order to avoid ambiguity. Changes to the structure and wording of Planning Committee reports have already been made to mitigate this. It is considered that this, together with the closer involvement of officers at all stages in the consideration of applications and being more pro-active in the relationship with WNDC will, in large part, resolve this issue. However, it must be borne in mind that WNDC is a local planning authority and has the right to make its own judgement on planning matters. There is no guarantee, that even with closer working, the two organisations will always agree on all matters.

4. Implications (including financial implications)

4.1 Policy

Consolidating the improved working relationship with WNDC will add value to plan/policy making process and provide a firm foundation for further investment bids and project delivery.

4.2 Resources and Risk

The necessary officer resource has been included in the Planning Department Service Plan for 2009/10, including responding to the review of WNDC by the Secretary of State. The posts of Development Control Manager and Principal Planning Officer (Major Projects) have now been successfully appointed and this will enhance the expertise and capacity in the existing Development Control team. However, there is a risk that more involvement in the consideration of strategic planning applications will stretch staffing resources within Development Control given the number of posts being held vacant. This will be closely monitored by the Head of Planning.

The transfer of DC powers back to NBC 2010/2011 will require an increase in Officer expertise and capacity which will mean the release of posts currently held vacant and consequently extra costs to the Council, only some of which will be offset by increased fee income.

Deletion of Regeneration posts in the 2009/2010 budget review, will have a limiting effect on our input into WNDC led projects, but our resource will be targeted where we can add greatest value.

4.3 Legal

There are no immediate legal implications, however the transfer of DC powers may require changes to regulations and primary legislation.

4.4 Equality

Better engagement between NBC and WNDC, particularly in regard to the consideration of planning applications and the regeneration of the Town Centre will be beneficial to all sectors of the community.

4.5 Consultees (Internal and External)

Consultation has taken place with the Chief Executive, Heads of Regeneration & Development and Public Protection.

4.6 How the Proposals deliver Priority Outcomes

Improving partnership working with WNDC will meet Corporate Priority CPO3 – A confident ambitious and successful Northampton, in particular the priority outcomes of developing a vibrant and viable Town Centre, regeneration of key sites and enhanced reputation and regional influence. It will also meet CPO4 – Partnership and Community Engagement.

4.7 Other Implications

There are no other implications.

5. Background Papers

5.1 Report to Cabinet from O&S1 dated 25th February 2009 together with Appendix 1.

David Bailey
Director of Planning and Regeneration
Ext. 7287

Susan Bridge
Head of Planning
Ext. 8921

For ease of delivery, the following series of recommendations are grouped in specific areas:-

Northampton Borough Council (NBC)

The Task and Finish Group recommends to Cabinet:-

1. That NBC should be planning to input into the forthcoming review of WNDC in a constructive way to achieve the following objectives:
 - i. the return of relevant Development Control powers to NBC
 - ii. a refocusing of WNDC on its core objectives
 - iii. greater democratic accountability of WNDC and the planning process to local people
 - iv. agreement of clear protocols regarding NBC and WNDC's respective roles.
2. That the Council helps WNDC by providing support, by pressing Central Government and other agencies to act in a way that supports the sustainability of growth. For example, if WNDC needs to lobby to get the right infrastructure improvements, NBC could assist, as could other Local Authorities.
3. That Cabinet instructs Officers to advise and support WNDC using its professionally qualified officers, particularly in Regeneration, Engineering, Commercial Property and Housing. Improved co-ordination and partnership approaches would benefit both WNDC and the Council's effectiveness.
4. That NBC supports WNDC in its bid for adequate funding for the right infrastructure improvements.
5. That Cabinet ensures the Council has sufficient resources to appoint appropriately qualified professionals to enable effective Partnership working to focus on developing plans more quickly and project delivery.
6. That Cabinet considers offering NBC office space, where feasible, to help integrate WNDC and NBC Officers towards improved joint working.
7. That Cabinet instructs Officers to identify the Town Centre Strategic Board and other such bodies that WNDC and NBC representatives attend and identify where there are gaps in attendance. That NBC agree with WNDC which meetings WNDC are expected to attend.
8. That Cabinet instructs Officers to create an effective Communications Protocol and promote the projects widely to encourage interest from all types of investor in the community.

9. That Cabinet instructs Officers to work with Daventry District Council and South Northants to develop and agree a Local Development Framework (LDF) for West Northamptonshire to provide proper spatial planning for the area and to protect against speculative development.
10. That more joint project teams are created, in addition to joint Project Boards, which have been fairly successful in the last year.

Key Planning Powers

11. That Cabinet instructs NBC Officers to approach WNDC to develop a better co-ordinated Development Control service with WNDC. This should include a proposal that NBC acts as the central point for Registration and Validation of ALL planning applications in Northampton. This would create one central point of contact for the public.
12. That Cabinet should seek to agree with WNDC that, prior to any formal change in the current economic climate, levels of intervention should be altered to enable NBC to provide a greater and improved planning service, this would assist WNDC to refocus on development and infrastructure.
13. That Cabinet asks Central Government, as part of the 2009 review of WNDC, to consider returning Development Control Powers back to Northampton Borough Council.

West Northants Development Corporation (WNDC)

14. That for the Council to provide support to WNDC, the organisation be asked to share issues with the Council and engage this and other Councils in a transparent and supportive partnership.
15. That Cabinet asks WNDC to support NBC's Visions and Strategies and plans through its development, rather than separate ones being developed.
16. That Cabinet asks WNDC to support Local Authorities by assuring the delivery of the Growth Agenda by, amongst others:-
 - i. working with Local Authorities to support development of their integrated and widely supported visions and plans;
 - ii. working with public sector authorities and agencies to provide the platform for increased confidence and encourage increase private and public sector investment.
17. That Cabinet asks WNDC to ensure that its representatives are present at strategic meetings. This would assist the Council's role in delivering strategies and help WNDC's understanding of the Council's initiatives and priorities.
18. That Cabinet asks WNDC to consider revising its standing orders so that NBC Councillors are able to sit on WNDC's Northampton Planning Committee rather than having to travel outside the Borough to Planning Committees of Daventry and South Northants.

19. That should Councillors be nominated to WNDC's Board and cease to become an elected member during that time, a Protocol be in place that requires them to step down.
20. That Cabinet instructs Officers to contact WNDC and requests written details are provided stating whether conditions suggested by NBC to a Planning Application have been implemented or not.
21. That WNDC provides feedback on the Environmental Health consultancy work currently being undertaken by NBC. WNDC also be asked to provide a view on the long-term use of NBC's Environmental Health Service to provide consultancy input.

Impending Government Review of WNDC

22. That the Council helps WNDC by taking an active role, along with other local partners, on making constructive proposals for improvement in the Government Review of WNDC that is scheduled to commence in the autumn of 2009.
23. Whilst not wanting to pre-empt the outcome of the Government Review, NBC needs to ensure capacity is available at any period between now and the end of the Review. This transition should be managed.

LOCAL GOVERNMENT, PLANNING & LAND ACT 1980

The Functions, Activities and Powers of the UDC:

1.3.1 The Act gives WNDC the following:

Function:

- To secure the regeneration of its area

Activities|:

- Bringing land and buildings into effective use
- Encouraging the development of existing and new industry and commerce
- Creating an attractive environment and
- Ensuring that housing and social facilities are available to encourage people to live and work in the area.

Powers:

- Acquire, hold, manage, reclaim and dispose of land and other property
- Carry out building and other operations
- Seek to ensure the provision of water, electricity, gas, sewerage and other services
- Carry on any business or undertaking for the purposes of the object
- And generally do anything necessary or expedient for the purposes of the object or for purposes incidental to those purposes
- May with the consent of the Secretary of State, contribute such sums as he with the Treasury's concurrence may determine towards expenditure incurred or to be incurred by any local authority or statutory undertakers in the performance of any statutory functions of the authority or undertakers, including expenditure so incurred in the acquisition of land, and
- May, with the like consent, contribute such sums as Secretary of State with the like concurrence may determine by way of assistance towards the provision of amenities.

Appendices



NORTHAMPTON
BOROUGH COUNCIL

Item No.

8

CABINET REPORT

Report Title	CONTAMINATED WATER TASK AND FINISH GROUP - Response to recommendations made to Cabinet by Overview and Scrutiny Committee 2
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AGENDA STATUS:

PUBLIC

Cabinet Meeting Date:	8 July 2009
Key Decision:	YES
Listed on Forward Plan:	YES
Within Policy:	YES
Policy Document:	NO
Directorate:	Chief Executive
Accountable Cabinet Member:	Councillor Hoare
Ward(s)	Whole Borough

1 Purpose

- 1.1 The report proposes a Cabinet response to the recommendations set out in the report of the Overview and Scrutiny Committee 2 (Housing and Environment) – Contaminated Water Task and Finish Group.

2 Recommendations

Cabinet is recommended to

- 2.1 Note and support the Overview and Scrutiny Committee's concern to support vulnerable people in emergency situations;
- 2.2 Inform the Committee that Cabinet supports the continuing development and testing of the multi-agency arrangements designed to ensure that vulnerable people can be identified in an emergency, but in line with national guidance does not support the creation of a single central register of vulnerable people.

3 Background

- 3.1 Overview and Scrutiny Committee 2 set up a Task and Finish Group to investigate the contamination of water supplies in and around Northampton in early summer 2008. Following its research, the first report of that group made the following recommendations to Cabinet in November 2008:
- “1. Officers, together with ward Councillors, Registered Social Landlords (RSLs) and any other interested groups and agencies, develop a register of vulnerable residents. The register should be based at Northampton Borough Council’s offices and be used in circumstances such as the recent contaminated water incident.
 - 2. The register of vulnerable residents should be regularly reviewed and updated.”
- 3.2 At its November meeting, Cabinet agreed to respond formally to Overview and Scrutiny in due course. This report proposes such a response.

4 Issues

- 4.1 Being able to identify people who because of their personal circumstances may be at particular risk in an emergency is a critically important part of emergency planning. The Overview and Scrutiny report is right to identify this as a priority, not only for events such as the contaminated water incident, but for any of the diverse possible incidents which may threaten life, livelihood, health or property.
- 4.2 The current position with regard to identifying vulnerable people in an emergency is that the Emergency Planning Team based in Northamptonshire County Council contacts all the agencies signed up to sharing this data, asking for lists of vulnerable people known to them in the relevant area. The collated lists are then used by emergency responders to communicate with and assist those people as required.
- 4.3 Relevant legislation includes the Data Protection Act 1998, which influences how data about people can be shared and used, and the Civil Contingencies Act 2004 which sets out agencies’ duties before during and after emergencies. Under the latter Act, the Cabinet Office has issued non-statutory guidance entitled ‘Identifying People who are Vulnerable in a Crisis’¹. This directly addresses the issue raised by the Task and Finish Group.
- 4.4 The summary to this guidance states that
- “it would be impossible to maintain a central up-to-date list of vulnerable people. Therefore it is recommended that lists of organisations and establishments are made, who can then be contacted in the event of an emergency to provide relevant information.”²
- 4.5 The principal reason for avoiding a single centralised list is the difficulty of maintaining it due to the wide variety of systems which would feed it, from

¹ Cabinet Office (2008) ‘Identifying People Who Are Vulnerable in a Crisis’

² page 3

different agencies and often on incompatible technological platforms. The Task and Finish Group's recommendation cannot therefore be supported as it stands, although its intentions are right.

- 4.6 Instead, a register of relevant establishments can be held by the Emergency Planning Team, which identifies who is the right contact for that establishment and that the responsibility for keeping a list up to date lies with that person. The Borough Council itself has such establishments, as well as its register of tenants, and so needs to maintain an effective system. A recent emergency planning exercise tested these arrangements, and identified that the Council's Call Care service was rapidly able to provide a list of vulnerable people.
- 4.7 Data sharing, in compliance with the Data Protection Act, has been addressed through a comprehensive protocol to which the following agencies are signatories:
- Northamptonshire Police
 - NCC Children's Services
 - NCC Adult Services
 - NBC Call Care
 - Northamptonshire Teaching Primary Care Trust
 - Central Networks
 - Anglian Water
 - Probation Service
 - Age Concern

The effectiveness of this protocol is also tested through multi-agency exercises. Further work to develop an Evacuation Plan will incorporate good practice from national guidance and local experience.

5 Options

- 5.1 The option to create and maintain a single central database of vulnerable people in Northampton cannot be supported, due to the impossibility of keeping it effective and up to date.
- 5.2 However, the alternative arrangements which have been developed and which take account of Government guidance should achieve the same result, namely the protection of vulnerable people in a crisis. These arrangements are being improved through regular exercising of different scenarios.
- 5.3 The preferred option is therefore to note and endorse the Overview and Scrutiny Committee's interest in supporting vulnerable people, inform the Committee that Cabinet does not support the creation of a single central register but that it does support the continuing development and testing of the alternative multi-agency arrangements designed to achieve the same result.

6 Implications (including financial implications)

6.1 Policy

- 6.1.1 No apparent implications.

6.2 Resources and Risk

- 6.2.1 The Task and Finish Group's proposal would have significant implications for maintaining a comprehensive and up to date register compiled from a variety of sources. The alternative proposed in this report spreads the resource requirement around the various relevant agencies, utilising systems which are (largely) already in place.
- 6.2.2 Failure to be able to identify vulnerable people in an emergency can carry the risk that these people do not receive appropriate communication or assistance. In the most extreme cases this could threaten their health, safety or even lives. It is considered that the arrangements proposed in this report provide the most effective way of mitigating that risk.

6.3 Legal

- 6.3.1 The legal requirements imposed by the Data Protection Act and the Civil Contingencies Act are met by the arrangements described in this report.

6.4 Equality

- 6.4.1 Vulnerability can be associated with equality issues, such as age (potential infirmity) and national origin (eg ability to understand urgent messages in English). These factors are taken into account in developing emergency plans.

6.5 Consultees (Internal and External)

Cllr Trini Crake, Environment Portfolio

Dave Green, Team Leader Commercial Services, Public Protection

Paul Howard, Emergency Planning Officer

6.6 How the Proposals deliver Priority Outcomes

- 6.6.1 These arrangements will help to deliver safer communities.

6.7 Other Implications

- 6.7.1 None apparent.

7 Background Papers

Overview and Scrutiny Committee 2 (Housing and Environment)
Contaminated Water Task and Finish Group reports of November 2008 and May 2009

DW1 Report of 4 November 2008 in relation to the drinking water quality incident and Pitsford Treatment Works

Cabinet Office (2008) 'Identifying People Who Are Vulnerable in a Crisis'

Thomas Hall
Head of Policy and Community Engagement
Ext 7593

Appendices

3



NORTHAMPTON
BOROUGH COUNCIL

Item No.

9

CABINET REPORT

Report Title	Market Hall, Bradshaw Street – Grant of lease to Northampton Arts Collective
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AGENDA STATUS: PUBLIC

Cabinet Meeting Date:	8 July 2009
Key Decision:	Yes
Listed on Forward Plan:	Yes
Within Policy:	Yes
Policy Document:	No
Directorate:	Finance & Support
Accountable Cabinet Member:	Cllr D Perkins
Ward(s)	Castle

1. Purpose

- 1.1 The purpose of this report is to seek Cabinet authority to grant a lease to Northampton Arts Collective Limited (Reg. Co. No. 6817424) of Council owned property at less than market value.

2. Recommendations

- 2.1 That subject to the resolution of issues set out in 3.2.2. of this report to the satisfaction of the Borough Solicitor, Cabinet supports the grant of a lease of the Market Hall, Bradshaw Street (shown edged red upon the attached plan at Appendix 1) on the terms set out in Appendix 2 to this report, to the Northampton Arts Collective Limited (Reg. Co. No. 6817424).
- 2.2 That Cabinet supports, the allocation of £10,000 revenue funding per annum in each of the financial years 2009/10, 2010/11 and 2011/12 to support the cost of necessary maintenance and repair works to the property – consistent with the terms set out in Appendix 2.

3. Issues and Choices

3.1 Report Background

- 3.1.1 The Market Hall building in Bradshaw Street is owned freehold by this Council. It was closed as a covered market in 2006, when remaining traders were offered the opportunity to move onto the Market Square. Whilst a number of elements of the building are nearing the end of their useful life, it remains useable. Given its strategic location, the Council has been concerned, over a number of years, to maintain flexibility over the future of the site. The property is within All Saints Conservation Area, but has no other statutory protection. It is therefore capable of being re-developed. Whilst the premises could be let for alternative uses, given the nature of the building and current market conditions, demand might be limited. If the premises were to become vacant, the Council would be liable to pay vacant business rates and to keep the premises in safe condition.
- 3.1.2 In 2006, this Council entered into a short-term lease agreement with the Northampton Arts Collective ("NAC") for their use of the Market Hall, (also known as the "Fish Market") to facilitate their innovative use of the premises as an arts centre with ancillary retail workshops and for the exhibition and performance of theatre, film and music. The NAC, now recently incorporated as a company limited by guarantee with no share capital, have continued to successfully use the premises. They have increased the diversity of the arts in the town and have provided a location for emerging artists to showcase their work. That initial lease agreement expired in 2007 and the NAC have been in discussions with this Council since that time about an appropriate basis for their continued occupation of the property. In 2008, NAC were successful in attracting substantial grant monies from East Midlands Development Agency (EMDA), some of which was spent by NAC on alterations and enhancements to the building.
- 3.1.3 NAC has recently sought the financial support of this Council, working in partnership with Northamptonshire County Council and the Arts Council, to allow them to continue to operate from these premises into the future upon a more secure financial basis. The business plan of the NAC was recently reviewed by a suitably experienced external consultant, appointed by the statutory partners, to identify ways in which the organisation could improve its operating model. The statutory partners have subsequently agreed, in principle, to provide financial support to NAC to enable them to continue to operate. This has included, subject to Cabinet approval, both the grant of a lease at nil rent and cash limited financial support to meet ongoing repair and maintenance costs.
- 3.1.4 The lease terms proposed, set out in Appendix 2, would allow the Council to break the agreement and recover the premises in 2014 and again in 2016 - if desired, without any obligation to provide alternative accommodation or pay compensation. However, it would allow NAC a sufficient guarantee of occupation to plan forward with confidence. Similarly, the proposal to help support the costs of maintenance of the property over a period of at least three financial years, to a total value of £30,000, would enable NAC to make more informed financial decisions about operating costs.

3.2 Issues

- 3.2.1 The proposed lease would be for a minimum term of 5 years from 1 April 2009 (i.e. that would be the first opportunity for this Council to break the lease) at nil rent. The estimated market rental value of the property is in the region of £30,000 p.a. The grant of a lease on the terms set out in Appendix 1 to this report, would thus represent a disposal at less than market value. A policy position was agreed by Cabinet on 5 March 2007, concerning the approach of the Council to disposals in such circumstances and the criteria that would usually need to be satisfied in any report to Cabinet. These criteria are set out in Appendix 3. Cabinet must consider whether, in its view, the grant of a lease at less than market value is appropriate in any individual case.
- 3.2.2 The support of an 'Enterprise' by the use of public funds – whether in cash or kind - can, above a certain value threshold, trigger the applicability of European Union law concerning 'state aid'. Given the size of public subsidy proposed to be granted to this company (albeit one with no share capital) during a rolling three years period, from both this Council and from other public bodies, the possibility of 'state aid' issues have to be properly considered.

3.3 Choices (Options)

- 3.3.1 The Council could choose not to grant a lease of the premises to NAC upon the basis set out in Appendix 1. It could, in the alternative, offer a lease on more commercial terms. In either event, it is very likely that NAC would not be able to continue to operate from these premises or indeed elsewhere. If the premises were vacated, the benefits to the Town of this art centre facility would be lost. The Council would incur business rates at c. £9,000 p.a. together with other holding costs until the property could either be let or ultimately sold for some acceptable alternative form of development. There could be a resultant loss of credibility with the Arts Council, which might have wider adverse impacts on the Town's ability to attract funding for other arts related activity. There could also be negative implications concerning the relationship of this Council with the County Council. The reputation of the Council within the wider arts community would be damaged. The loss of this interesting activity in the Town Centre, if not readily replaced with alternative commercial activity, could also reduce the vibrancy and attraction of the heart of the Town Centre.
- 3.3.2 The Council could, subject to EU state aid issues not being applicable, choose to (a) grant a lease on the basis set out in Appendix 2 and (b) to effectively grant aid NAC to the value of £30,000 over 3 years to enable the property to be maintained. This would enable the arts facility to continue to operate with greater financial certainty, maintaining the cultural life of the Town Centre and providing an attraction for some visitors. It would also honour provisional agreements made with other statutory partners, working to promote arts activity in the Town.

4. Implications (including financial implications)

4.1 Policy

The rationale for the grant of a lease at less than full market value should generally satisfy the criteria set out in the Policy adopted by Cabinet in 2007. However, ultimately Cabinet has the authority to decide upon whether a lease should be granted at less than market value. It should be noted that other organisations in the Town also wish to have the financial support of the Council, through the use of Council property at discounted cost. Any such proposals must be treated upon their own merits.

4.2 Resources and Risk

4.2.1 Revenue: The grant of the proposed lease would not lead to any reduction in current income, but would prevent any opportunity for the Council to seek to generate additional income from the premises. The provision by the Council of £10,000 per annum in each of the financial years 2009/10, 2010/11 and 2011/12 to undertake maintenance and repair activity would need to be incorporated into the Medium Term Financial Strategy.

4.2.2 Capital: There are no capital implications arising from the grant of this proposed lease.

4.3 Legal

4.3.1 The legal position is generally set out in this report. Any possible trigger of state aid issues must be satisfactorily resolved, before the grant of this proposed lease. The Council does have the power to dispose of land at an under-value of up to £2 million, under the terms of a General Consent arising from circular 6/03 relating to s. 123 of the Local Government Act 1972.

4.3 Equality

There are no specific equalities issues that would arise out granting this lease.

4.4 Consultees (Internal and External)

Northampton Arts Collective Limited; Various individual artists associated with the present facility; Northamptonshire County Council; Arts Council; WNDC

4.5 How the Proposals deliver Priority Outcomes

Corporate Plan priorities (4) – “Working with external partners to improve the vitality of the Town” and “Promoting cultural facilities and events that put Northampton on the map”

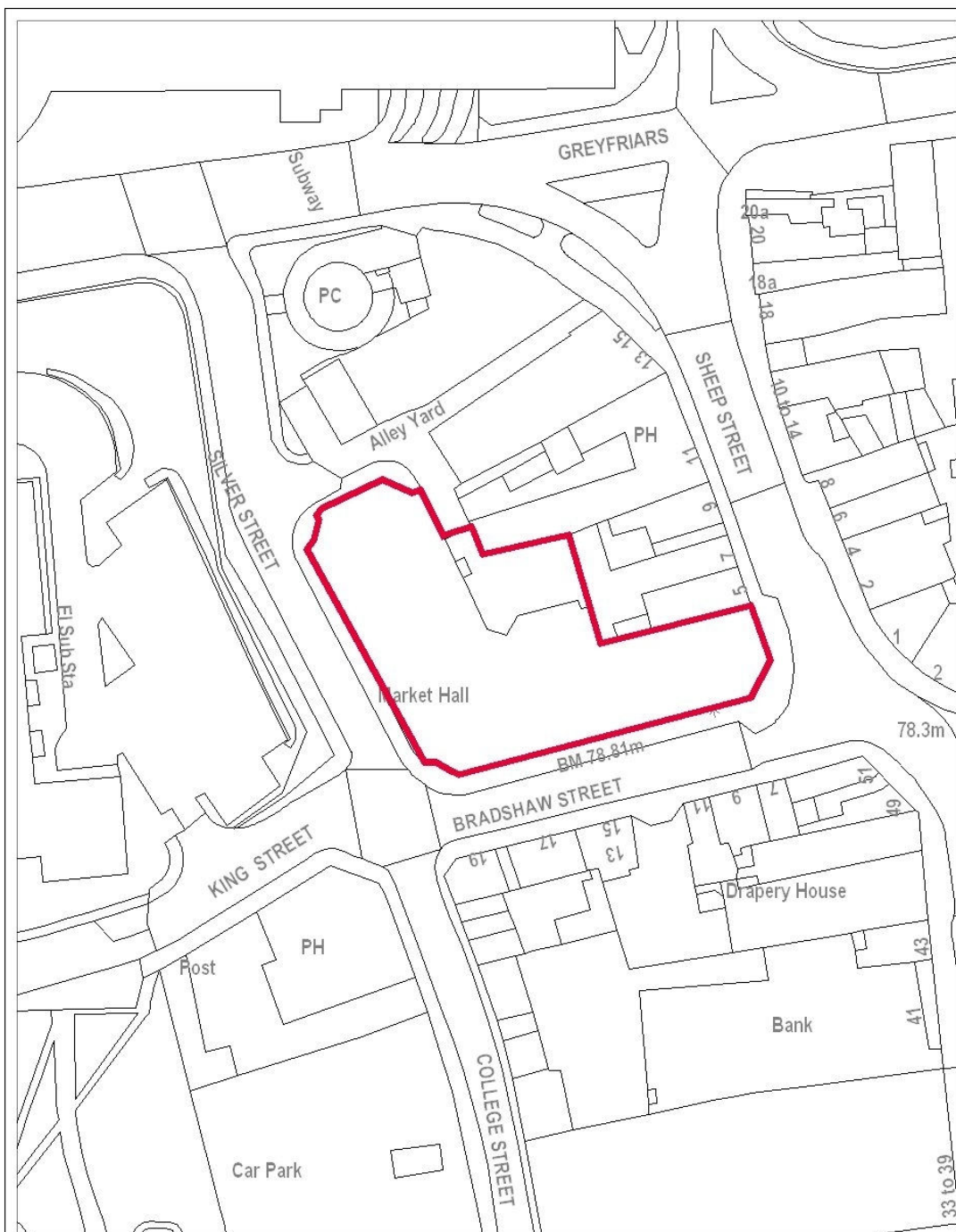
4.6 Other Implications

None specifically

5. Background Papers

5.1 Files: Asset Management;

Simon Dougall – Asset Manager



Title: **Indoor Market at Bradshaw Street**

DWG No.

**ESTATES & ASSET
MANAGEMENT**

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Directorate of Finance and Support
Northampton Borough Council

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Northampton
NN1 2HL

Our Ref: BAS/cap/60284/01
Your Ref:
Please Contact: Mr Shine
Ext/Direct Line (01604) 838761
Date: 22 April 2009
E-mail: bshine@northampton.gov.uk

SUBJECT TO CONTRACT & FORMAL
CABINET APPROVAL

Dear John,

Re: Lease of Market Hall, Bradshaw Street Northampton

As you are aware, following various discussions with senior officers, the Borough Council is prepared to proceed with a new lease to the Northampton Arts Collective (NAC) of the above. I have been asked to set out the principal terms for the new agreement:

1. The Term will for 10 years to commence from the 1 April 2009 and the premises will be those comprised in the previous (expired) lease.
2. The Rent will be one peppercorn per annum, if demanded.
3. The Lease will be contracted out of the security of tenure provisions of the Landlord and Tenant Act 1954 Part II – as was the previous lease.
4. Repair and maintenance obligations. NAC will be responsible under the agreement for all the internal and external repairs and decorations of the property. However, the Borough Council will enter into a side letter on the date of the grant of the lease. The Council will bind itself to directly arrange and pay for necessary repairs and planned maintenance required to the property up to a maximum cost of £10,000 p.a. (exclusive of VAT) during the first three years of the lease. In the event of any further expenditure being required above this limit within these first three years, whether for repairs or for any other works (including any necessary to comply with any statutory obligations), this would have to be solely funded and arranged by the NAC. However, any balance left from each of the first three years budgetary allowance of £10,000 p.a. would be carried forward to the next financial year. So for example, if the Council spent £7,000 in the first year there would be a 'float' of £13,000 available up to the end of the second year. Similarly, if at the end of the three year period less than £30,000 had been required to be spent on the property by the Council, then any balance from it could be carried forward to support required expenditure in the fourth or subsequent years.

The Council would arrange to do works, either because they were identified as necessary as part of a planned maintenance programme of the Council (taking proper account of what NAC reasonably consider should be part of that planned maintenance regime) and/or because they are necessary as responsive repairs to remedy defects (identified by NAC or the Council). The budget is not intended to fund non-essential changes or alterations to the property and will be under the control of the Borough Council's Asset Manager. No monies will be transferred directly to the NAC.

5. The NAC will be responsible for paying all utility bills, business rates or taxes that may become due in respect of the property.
6. Break Clause. The NAC may serve notice to determine the lease at any time giving the Council 12 months prior written notice. The Borough Council may determine the Lease at the fifth and seventh anniversaries of the Lease on giving not less than 12 months notice.
7. The lease will be personal to the NAC and may not be assigned to any third party.
8. All other terms will be as considered appropriate by the Solicitor to the Council. Given that this lease will be of longer duration than the previous agreement and will be at nil rental, a formal approval by the Cabinet of the Council will be required to the grant of the lease.

I look forward to receiving your confirmation that the NAC would wish to proceed on this basis.

Yours sincerely

B Shine FRICS
Senior Estates Officer

Criteria to guide the approval of disposals by Northampton Borough Council of property for non-commercial use, at less than market value* (excluding Right to Buy sales)

NOTE - This policy is intended to apply purely to proposed disposals to a registered charity, registered social landlord, or other properly constituted not-for-profit organisation. Even if disposals meet all criteria, each transaction must be approved by Cabinet in order to proceed, and Cabinet may choose not to approve.

- **N.B. “less than market value” shall here mean in the case of a leasehold disposal a maximum of a £5,000 cumulative rental reduction from open market rental over the whole term of years granted OR in the case of a freehold disposal a maximum of £5,000 below actual market value.**
- 1. The project/disposal must support specific current Council priorities.**
- 2. The project/disposal must create benefit for a significant section of the community in Northampton.**
- 3. The amount of discount must provide value for money for the Council in relation to the Council priority outputs the project/disposal will deliver.**
- 4. The project/disposal could not proceed without the proposed discount.**
- 5. The project/disposal levers in significant additional investment from sources other than Northampton Borough Council. “Significant” in this context will normally be interpreted to mean a sum at least equal to the amount of the discount given.**
- 6. The project/disposal must have a robust and realistic plan for capital funding to completion.**
- 7. The project/disposal must have demonstrated a sustainable business plan that does not rely upon additional revenue or capital funding from Northampton Borough Council.**
- 8. There must be a proven need for the proposed facility in the locality it will serve.**
- 9. Where the land or property in question is held partly or wholly within the Housing Revenue Account, the proposed disposal at less than market value must be for the purposes of either “affordable housing” or “regeneration”, or other updated criteria required to avoid the loss of resources via “pooling” payments to central government.**
- 10. Where the land or property in question was transferred partly or wholly from the former Northampton Development Corporation in 1985 and is**

subject to potential clawback on future disposals, the total reinvestment of the claw back amount in the proposed disposal must have been approved by English Partnerships (NDC's successor) prior to reporting to Cabinet.

- 11. The proposed disposal at less than market value must be approved specifically by Cabinet, and the extent to which it meets the criteria above must be demonstrated in the report. It is not sufficient for the disposal to appear to satisfy the criteria above, without a Cabinet approval.**



NORTHAMPTON
BOROUGH COUNCIL

CABINET REPORT

Agenda Item 10

Appendices

0

Item No.

10

Report Title	Evaluating Ways of Delivering Services and improving Value for Money (VFM) for the Council Tax payers of Northampton
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AGENDA STATUS:

PUBLIC

Cabinet Meeting Date:	8 July 2009
Key Decision:	Yes
Listed on Forward Plan:	Yes
Within Policy:	Yes
Policy Document:	No
Directorate:	Management Board
Accountable Cabinet Member:	Tony Woods
Ward(s)	Non-specific

1. Purpose

- 1.1 In order to continue the Council's drive for increased value for money, efficiency and effectiveness this report seeks Cabinet's endorsement of the principle and practice of using market testing of council services as a key means to secure its aims and ambitions.
- 1.2 To seek specific Cabinet approval to undertake a comprehensive market testing exercise in relation to waste management, street care and grounds maintenance services as the first services to be subjected to market testing.
- 1.3 To seek general agreement from Cabinet to market test Council services as part of the Strategic Business Review process or as specific projects, where it is considered that the external market might provide greater opportunities to achieve savings, efficiencies and/or service improvements than in-house provision.

2. Recommendations

- 2.1 That Cabinet decides to undertake a full market testing exercise to determine the most cost effective and efficient way to deliver waste management, street care and grounds maintenance services and so improve VFM of these services for Council Tax payers.
- 2.2 That Cabinet gives its commitment to implementing the findings of this particular market testing exercise if a well defined and robust business case is established that supports this course of action, subject to paragraph 2.3 and 2.4 below.
- 2.3 That Cabinet notes that further reports will be brought forward throughout the course of this market testing exercise if key decisions need to be made.
- 2.4 That Cabinet notes that, further to paragraph 2.3 above, before any contract or tender is awarded as a result of the market testing of waste management, street care and grounds maintenance services, a report will be brought to Cabinet to seek its agreement.
- 2.5 That, subject to specific agreement with the relevant portfolio holder, Cabinet also gives its approval to the principle and practice of market testing Council services where it is considered that the external market might provide greater opportunities to achieve better value for money, efficiencies and effectiveness in service delivery, as part of the Strategic Business Review programme or as distinct projects.
- 2.6 That Cabinet notes that the Trades Unions have been informed of this proposal and that management are seeking positive and active engagement of the Trades Unions in pursuing this programme, to ensure that the proper interests of all employees, whether Union members or not are duly considered.
- 2.7 That Cabinet endorses working together with other Councils on market-testing where this enables potential mutual benefits and sharing of the costs of market-testing, as long as such joint working does not fetter future discretion by this Council.

3. Why market test?

- 3.1 It is the council's ambition to be one of the best Councils in terms of public service by 2013. Good progress towards this ambition is already being made and there are plans in place to continue to move us forward apace.
- 3.2 To fulfil this ambition we need to achieve the agreed management aims to 'provide excellent customer service' and 'make best use of resources'. However, we are unlikely to achieve either of these aims if we are not outward-looking and innovative in our approach to what we do or if we fail to recognise the need to develop robust partnerships with other parts of the public sector, the community sector and the private sector.
- 3.3 Local Government settlements have been getting tighter year on year, and in light of the recession, and accumulated public debt, are likely to get even tighter. The 2009/10 settlement for Northampton delivered only a 0.5% increase in RSG, the lowest ever. It is likely that there will be, as a minimum no increase in RSG in the

next comprehensive spending reviewed indeed it is highly likely that there may be a decrease in real terms.

- 3.4 Government support (RSG) forms only a small part of the Northampton's income. In 2008/09 Income from fees and charges, investments etc. form 50.8% for Northampton's funding. The income has substantially reduced as a result of the recession and banking crisis, and may continue to drop over the next few years.
- 3.5 There is of course a continuing need to deliver positive change in terms of both quality and cost. Indeed the emphasis on efficiencies and value for money is likely to increase still further as the public sector feels the impact of the recession and accumulated public debt.
- 3.6 The process of Strategic business reviews (SBRs) approved by the Cabinet in December 2008 will be the Council's main vehicle for addressing major areas for improvement, and delivering value for money across the all areas if the Council. SBRs, in many cases, will identify the potential benefits of a range of alternative delivery options, giving rise to the need to market test services.
- 3.7 It is likely that the market testing we undertake will focus on the private sector but, where appropriate the Council will also look to work in partnership with other Councils, commission services from the community and voluntary sectors, and consider the potential of social enterprises such as Community Interest Companies or Community Trusts.
- 3.8 As part of initiating the SBR process, the potential benefits of market testing waste management, street care and grounds maintenance services have been identified. Issues in relation to the market testing of these services are discussed in paragraph 4.1.

4. Issues and Choices

4.1 Waste management, street care and grounds maintenance services

- 4.1.1 Delivering 'safer, greener and cleaner communities' is one of the Council's top priorities. The quality of our waste management, street care and grounds maintenance services touch all residents in Northampton. They influence how people feel about where they live, work and visit and therefore have a vital role in creating local pride and fostering a sense of community.
- 4.1.2 As for all services, as well as striving to improve service quality the council also has a responsibility to ensure value for money. However, rapid change in performance and the achievement of increased value for money in line with the medium term financial strategy will be difficult to deliver without a radical review of the way we currently do things.
- 4.1.3 As part of the SBR of this area, to achieve improved waste management, street care and grounds maintenance services there are a number of programmes and projects which will be developed. The proposal to market test these services is one of these projects.

- 4.1.4 The proposed market testing exercise would be a commitment by the authority to undertake a fundamental re-appraisal of the Council's approach to the delivery of its waste management, street care and grounds maintenance services, with the implications of the project being assessed during the exercise itself.
- 4.1.5 Potentially market testing of these services could lead to the outsourcing of some or all of them and the transfer to the private sector of council assets and resources, including the TUPE transfer of council employees.
- 4.1.6 The Northamptonshire Waste Partnership has been approached by officers with the intention of obtaining commitment from neighbouring local authorities to share in this market testing, to maximise the opportunity for economies of scale and to exploit the potential to create a larger, more attractive opportunity for improvement. At this stage Daventry District Council have committed to the exercise.
- 4.1.7 Undertaking market testing in partnership with Daventry District Council or any other Council that may join in may or may not result in a shared service(s) across boundaries at the end of the exercise. There is no explicit or implicit commitment to this effect and no Council will be fettered in its consideration of available options.
- 4.1.8 The Northamptonshire Area Procurement Service are supporting the project and are releasing resources totalling two days per week to deliver and coordinate the procurement part of the market testing exercise.
- 4.1.9 Enquiries have been made to the Northampton Improvement and Efficiency Partnership to establish if financial resources can be obtained to further support the project by way of external consultants. It is understood that a commitment to implementing the outcomes of the market testing exercise will be a pre-requisite for NIEP funding.

4.2 Other services

- 4.2.1 As well as seeking agreement to market test waste management, street care and grounds maintenance services, this report also seeks general agreement from Cabinet to market test other services of the Council where it is considered that the external market might provide greater opportunities to achieve savings, efficiencies and/or service improvements than in-house provision.
- 4.2.2 Further decisions to market test other services are likely to arise in the near future as part of the Strategic Business Reviews that are starting in a number of services. Reviews have started in Information and Communications Technology (ICT), Leisure Services, and Asset Management.

4.3 Choices (Options)

- 4.3.1 The Cabinet may choose to agree the recommendations of this report and market test services in order to understand whether/the extent to which the private or other sectors are able to deliver both significant efficiencies and real service improvements, in order to gain the necessary knowledge and information about the best option(s) for delivering these services in the immediate future.

- 4.3.2 Alternatively, the Cabinet could choose to solely focus its efforts on improving performance and reducing costs of in-house services, although it is considered that it would be difficult to deliver the necessary level of savings required over the next two years if the Council choose this option.
- 4.3.3 The Cabinet could choose to approach this work without the involvement of other Councils, but this would be at additional cost and is not recommended.
- 4.3.4 The Cabinet could choose to limit the service areas to which market-testing may apply. This is not recommended as the Council should consider all options available to achieve its ambitions for improvement.
- 4.3.5 The Cabinet may consider the extent to which market-testing may be pursued by officers without further referral to Cabinet. The recommendations provide for political oversight of all market-testing by portfolio holders as they oversee the SBR's in their areas, and also requires reports back to Cabinet at all key stages.
- 4.3.6 The Cabinet could enter into market-testing without any commitment to act on the results of this testing. This is not recommended because it could potentially lead to wasted expenditure and effort, and also may lead to unwillingness from potential partners to expend effort in discussing options with the Council at risk to them.

5. Implications (including financial implications)

5.1 Policy

- 5.1.2 Proposals contained in this report are consistent with current policy on the achievement of the Council's ambitions and management aims.

5.2 Resources and Risk

Financial

- 5.2.1 The full financial implications for the authority as a whole of market-testing waste management, street care and grounds maintenance services and other services will not be known until the outcome of each exercise is complete and the preferred course of action has been agreed. However, the opportunity to achieve significant savings in some or many areas is likely to exist.
- 5.2.2 The additional cost of undertaking the market testing of waste management, grounds maintenance and street care is initially estimated at £100,000. It is proposed that this will be met from a contribution of £40,000 from the Council and £35,000 from Daventry District Council. An application for the remaining £25,000 has been made to the Northampton Improvement and Efficiency Partnership.
- 5.2.3 Market-testing Council services has the potential to achieve significant year-on-year savings for a number of services. But it will also have an immediate resource implication in areas such as procurement, legal, HR and Finance that the council will need to absorb within the priorities for officer time and the use of reserves available for the one-off costs of improvement in the budget.

Employees

- 5.2.4 The potential development of greater partnership working with the private sector, other Councils or public agencies, and the community sector, has implications for staff employed delivering services which may be affected.
- 5.2.5 The Trades Unions are being informed about this report prior to this Cabinet meeting. It is proposed that the Cabinet would endorse the need to work with all employees and the Unions to ensure that they play their full part in achieving improvement, as employees have done to date.
- 5.2.6 This means that, in discussion with the Unions, management will seek to develop processes and approaches which do everything possible to protect the proper interests of employees whilst achieving increased efficiency, effectiveness and value for money in all services.

5.3 Legal

- 5.3.1 There are a variety of legal implications arising from undertaking market testing, including issues in relation to EU procurement and TUPE regulations. These will be assessed and managed throughout the market-testing process.

5.4 Equality

- 5.4.1 There are no equalities issues directly associated with this report. Prospective suppliers will be required to comply with stringent standards in relation to equalities and diversity, including statutory provisions and council policies.

5.5 How the Proposals Deliver Priority Outcomes

- 5.5.1 The proposals contained in this report will contribute to the priority outcomes of 'safer, greener and cleaner communities' and 'a well managed organisation that puts the customer at the heart of what we do' as well as moving towards the Council's ambition and aims as agreed by Cabinet

5.6 Other implications

- 5.6.1 None.

6. Background Papers

None

Julie Seddon – Director of Environment & Culture, ext 7379
David Kennedy – Chief Executive, ext 7726

Appendices

3



NORTHAMPTON
BOROUGH COUNCIL

Item No.

11

CABINET REPORT

Report Title	Review of Housing Tenancy Agreement
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AGENDA STATUS: PUBLIC

Cabinet Meeting Date:	8 July 2009
Key Decision:	YES
Listed on Forward Plan:	YES
Within Policy:	YES
Policy Document:	NO
Directorate:	Housing
Accountable Cabinet Member:	Councillor Sally Beardsworth
Ward(s)	

1. Purpose

- 1.1 This report is to seek Cabinet's approval to commence formal consultation on the variation of the housing tenancy agreement conditions and authorise the issue of the preliminary notice to all council tenants. .

2. Recommendations

That Cabinet:

- 2.1 Approve the commencement of formal consultation on the draft tenancy agreement (attached as Appendix 1) and authorise the issue of the preliminary notice to all council tenants.
- 2.2 Following consultation with tenants a further report will be presented to Cabinet detailing the comments received from tenants, any amendments made to the draft tenancy agreement and asking cabinet authorise the service of 1he Notice of Variation on all tenants.

3. Issues and Choices

3.1 Report Background

Tenancy agreements form the basis of the relationship between landlords and residents, and set out the rights and responsibilities of both parties. The current tenancy agreement has not been reviewed for many years and it needs to be updated to reflect current legislative requirements, Office of Fair Trading guidance given by the Office of Fair Trading on unfair terms in tenancy agreements and in order to provide a more up to date and user-friendly format. It is also very important that the Council's Tenancy Agreement is clear and reflects current law and practice, as it is one of the tools used when enforcement action is required against a tenant.

The proposed Tenancy Agreements has been drafted by Housing in conjunction with the Council's Legal Section. The draft Tenancy Agreement is attached at Appendix 1 for Cabinet information and comment. The current Tenancy Agreement is attached at Appendix 2 for comparison. The changes to the Tenancy Agreement have largely been made to ensure that it is clear on the obligations of both parties – the Council and its tenant(s). Some of the tenancy conditions have been re-drafted to reinforce the intention behind them. There have also been significant changes to the layout and presentation of the proposed tenancy agreements.

Some consultation of the revision of the tenancy agreement has already taken place. A Tenant consultative panel and Housing Staff were consulted on the draft tenancy agreements which invited comments.

Any plans to change the tenancy agreement will be subject to statutory consultation and notification requirements. Under section 105 of the Housing Act 1985 the Council is required to consult with its tenants on any substantial change in the way it intends to manage its tenancies and give tenants the opportunity to comment on proposed changes. Tenants will be provided with a summary of the draft tenancy agreement. Full copies of the agreement will be available on request and on the Council's website.

There is also a requirement to serve notice on tenants pursuant to sections 102 and 103 of the Housing Act 1985 as detailed in the Legal section below.

3.2 Choices (Options)

Not to approve the proposed tenancy agreements. However this would mean the Council's existing agreement would not reflect current legislative requirements.

4. Implications (including financial implications)

4.1 Policy

4.1.1 None

4.2 Resources and Risk

- 4.2.1 There are no other financial impacts other than the administration costs for the public consultation and printing of the revised tenancy agreements.
- 4.2.2 The Council is expected to have a tenancy agreement in place that reflects current legislation and guidance given by the Courts and Office of Fair Trading. If it does not, it could face criticism from Tenants and Audit Commission and it risks failure in any enforcement action it might take against a tenant.
- 4.2.3 Most Council tenants adhere to their tenancy agreement and simply want quiet enjoyment of their homes, and they also expect the Council to ensure that the environment in which they live is good. However, some tenants do behave in a way that is not acceptable to the Council or the majority of its tenants. Having a sound tenancy agreement in place is an imperative in being able to take swift and effective enforcement action and will contribute to the development of sustainable communities.

4.3 Legal

- 4.3.1 The tenancy agreement is a legal agreement between the council and its tenants and must comply with the relevant Housing Acts.
- 4.3.2 There is a legal procedure set out in the Sections 102 and 103 of the Housing Act 1985 which must be adhered to when the Council varies its Tenancy Agreement.
- 4.3.3 The first stage is to serve a preliminary notice of variation. This informs the tenants that the Council intends to serve a notice of variation, it specifies the proposed variation and its effect and invites the tenants to comment on the proposed variation within such time, specified in the notice, as the Council considers reasonable. There is a statutory 28 day period for responses.
- 4.3.4 The second stage is to serve the notice of variation. The notice of variation specifies the variations proposed affected by it, the date on which it takes effect (at least four weeks from the date of service) and also provides such information considered necessary to inform the tenant of the nature and effect of the variation.
- 4.3.5 Once that exercise has been undertaken and any amendments made, the Council send a notice of variation that includes the date the variation will take place after which the new tenancy agreement will be implemented.
- 4.3.6 If a tenant does not wish to accept their new tenancy agreement, their only option is to serve the Council with four weeks notice to end their tenancy.

4.3.7 In view of the legal requirements that have to be undertaken to introduce the new Tenancy Agreement, it is expected that it will be in place by the end of January 2010.

4.4 Equality

The revised agreement contains a specific clause prohibiting the harassment of others on the grounds of race, nationality, ethnicity, religion or sexuality

4.5 Consultees (Internal and External)

4.5.1 External:

Tenants

4.5.2 Internal:

Borough Solicitor
Housing
Tenants Consultative Panel

4.6 How the Proposals deliver Priority Outcomes

N/A

4.7 Other Implications

No other implications.

5. Background Papers

Brian Queen, Head of Strategy, Investment and Performance, ext 7174

SECURE TENANCY Agreement



NORTHAMPTON
BOROUGH COUNCIL

DIFFERENT FORMATS

Our communities are diverse and to reflect this we have improved and updated our Tenancy Agreement and also made it easier to understand.

We recognise that a number of current and potential future tenants do not use English as their first language. We have access to both a translation and interpretation service that can help to explain the Tenancy Agreement in various community languages.

If you have difficulty reading this document because of a disability or because English is not your first language this information can be made available in other languages and formats upon request by contacting us on 0845 300 0637.

POLISH

Informacje te mogą być dostępne w różnych językach i różnym formacie poprzez skontaktowanie się z nami 0845 330 0637

RUSSIAN

Эта информация имеется по просьбе на других языках и форматах – пожалуйста обратитесь к нам по номеру 0845 330 0637

SOMALI

Macluumaadkani waaxaad ku heli kartaa luqooyin iyo habab kale haddii aad dalbato adigoo nagala soo xiriiraayo 0845 330 0637

BENGALI

এই তথ্য অন্যান্য ভাষায় এবং পদ্ধতিতে আমাদের সাথে নীচের ফোন নম্বরে যোগাযোগ করে অনুরোধ করে পাওয়া যেতে পারে 0845 330 0637

PUNJABI

ਸਾਡੇ ਨਾਲ ਇਸ ਨੰਬਰ ਤੇ ਸੰਪਰਕ ਕਰਨ ਦੁਆਰਾ ਬੇਨਤੀ ਕਰਨ ਤੇ ਇਹ ਜਾਣਕਾਰੀ ਦੂਸਰੀਆਂ ਬੋਲੀਆਂ ਅਤੇ ਰੂਪਾਂ ਵਿੱਚ ਉਪਲਬਧ ਕੀਤੀ ਜਾ ਸਕਦੀ ਹੈ। 0845 330 0637

ARABIC

يمكن عند الطلب جعل هذه المعلومات متوفرة في لغات وأنماط أخرى وذلك بالإتصال بنا على
0845 330 0637

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PART A INTRODUCTION

We want you to enjoy your new home and we aim to be a responsible landlord that provides both quality housing and an excellent customer service to you.

This is your Tenancy Agreement made between you (the tenant) and Northampton Borough Council (the landlord).

The Tenancy Agreement is a legally binding contract between you and the Council, and by signing it you have agreed to abide by all of its terms and conditions. It also includes a number of obligations that the Council must fulfil as your landlord.

The terms and conditions of the agreement have been set out as clearly as possible, so that both the tenant and the landlord are fully aware of their rights and obligations to each other.

It is vitally important that you take the time to read the agreement, so that you are fully aware of your rights and obligations to the Council and their rights and obligations to you.

Where there are two tenants, then you are both individually and jointly responsible for both your own actions and those of the other tenant and therefore individually and jointly responsible for ensuring all of the tenant responsibilities are met in the Tenancy Agreement. You also remain responsible for the behaviour of any other person that lives at or visits your home.

PART B DEFINITIONS

Definitions are explanations of certain words that have a very exact meaning in this agreement because it is a legal document. The words may have a more general or more limited meaning than you would normally expect.

What this agreement says

What it means

Alterations

means any alteration or addition to your home that is different to when you signed this agreement.

Anti-social behaviour

means any aggressive, intimidating or obstructive behaviour that has a negative effect on another person's quality of life in or around their home and causes or is likely to cause, nuisance, annoyance, harassment, alarm or distress to anyone.

Assignment

means a method for transferring your tenancy to someone else.

Block

means the building that your home is situated in and includes any areas that you share with others.

Common parts

means those parts of the building or estate where you live that all tenants and other residents can use such as hallways, stairs, entrances, balconies, lobbies, landings, drying areas and refuse facilities. It also includes outside areas you may share or use with others such as grassed areas.

Demoted tenancy

means a one year probationary council tenancy given to tenants who have been involved in Anti-social behaviour

Exchange

means you swapping your tenancy with another Council or Housing Association tenant.

Fixtures and fittings

means items we provide in your home such as kitchen units and appliances, sanitary ware, heating appliances etc.

Garden

means lawns, hedges, bushes, shrubs, trees, paths, walls, fences and yards.

Guest

means a person invited into your house and/or allowed to stay in your house.

Harassment

means a range of criminal and offensive behaviour that is motivated by or the victims believes is motivated by hostility towards an individual or group.

Local area	means the whole of the area in which you live including privately owned or other tenanted properties, play areas, streets, shopping areas, our offices, community buildings and facilities and all other estates in the Borough of Northampton.
Lodger	means a person who pays you money to let them live with you in your home.
Member(s) of your household	includes your husband, wife, civil partner, partner, children, parent, brother, sister, grandparent, aunt, uncle, nephew, niece and any step relatives or any other non-related person.
Neighbour	includes any person living in the local area.
Property	means the whole of the property let to you under the terms of this agreement. This is the property you are lawfully entitled to occupy as your home and includes any garden, garage, path, shed or outbuilding let with your home.
Qualifying repairs	means a repair to a tenant's home, which does not cost more than £250 and which if not carried out within a set limit of time is likely to jeopardise the health, safety or security of a tenant
Rent	refers to the total amount that you have to pay to us for the right to live in your home. This will be made up of the rent, any service charge which could include heating, warden, caretaking, supporting people or other charge.
Sheltered accommodation	means accommodation specifically designed to meet the needs of the elderly or others with special needs
Sublet	means giving another person the right to live in part or all of the property.
Succession	means that if you die then your husband, wife, partner, civil partner or another member of your family may be entitled to the tenancy if they are living with you at the time of your death.
Tenant or you	refers to the person who is named on the Tenancy Agreement. If there is more than one named tenant, the terms of this agreement apply equally to each person.
Vehicle	includes cars, motorbikes, moped, boats, caravans, vans, trailers and mobility scooters.
Visitor	refers to people who do not live with you but who come to see you at your home.

We, us, our

refers to Northampton Borough Council, Councillors, Officers of the Council or any Contractor or Agent we may appoint to act on our behalf.

Written permission

refers to a letter from us giving you permission to do something.

DRAFT

PART C ABOUT YOUR TENANCY AGREEMENT

1. Important Information

- 1.1 Please read the following information very carefully before you sign the agreement.
- 1.2 If you do not understand a part of or all of the agreement, you should ask us to explain it more fully to you. Alternatively you may wish to contact a Housing Advice Centre, a Law Centre, Citizens Advice Bureau or a Solicitor to get independent advice.
- 1.3 By signing this agreement you are agreeing to become our tenant and as such the Conditions of this agreement will become legally binding on you as a tenant and us as a landlord.
- 1.4 There are three kinds of tenancy that the Council operates:
- Introductory Tenancy
 - Secure Tenancy
 - Demoted Tenancy (for former Secure Tenancies that have been ended by a Demotion Order from the court for a fixed term)
- 1.5 This agreement is for a Secure Tenancy.
- 1.6 This agreement gives you the right to stay in the property as long as:
- You do not break any of the terms and conditions of the agreement
 - You live in the property as your main home
 - You have not been ordered to leave the property by the court
- 1.7 If you are joint tenants you are both responsible, individually and together, for keeping to all of the terms and conditions of your agreement.
- 1.8 If you want to end your tenancy you must confirm this in writing to us, giving at least **four weeks notice**, before you wish to leave the property. The four weeks notice will commence from the date it has been received by us. It must give a clear four weeks notice that will begin and end on a Sunday. Your tenancy will only end after that period and all keys have been returned to us by you, before midday on the Monday immediately after your tenancy ends. If you are a joint tenant, then only one of the tenants is required to give written notice, which will have the effect of terminating the tenancy after the four week notice period.

THIS TENANCY AGREEMENT IS A LEGAL CONTRACT BETWEEN

US: Northampton Borough Council ("we", "us" or "our"), of The Guildhall,
St Giles Square, Northampton, NN1 1DE

YOU:

NI No:

YOU:

NI No:

Where two tenants are named, then the term "you" applies equally to each of the joint tenants written above. Each of you individually has the full responsibilities and rights set out in this agreement.

The term "property" refers to the home let to you, including any garden, garage, shed, or outbuilding let with the home.

This Tenancy Agreement relates to the following address:

.....
.....

The secure tenancy, which is a weekly periodic tenancy, begins on:

.....

The weekly rent is: £.....

PLUS

Heating charge £.....

Support services charge £.....

Warden charge £.....

Caretaking charge £.....

Other charges £.....

Total Rent £.....

You have been provided with [.....] front door keys, [.....] back door keys, [.....] window lock keys, [.....] meter cupboard keys and [.....] door entry fobs. If these are lost you are responsible for their replacement and any associated costs.

False Information

It is a term of this Tenancy Agreement that you (or anyone acting for you) must not have knowingly made a false statement or deliberately withheld relevant information from us in order to obtain this tenancy.

Amendments to Legislation

Any reference in this Tenancy Agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and any later amendment or re-enactment of it.

Rights of Third Parties

You and we agree that except in relation to Parts D and F (Succession) and (Assignment), the provisions of the Contracts (Rights of Third Parties) Act 1999, (which gives third parties certain rights to enforce contract terms, even when not a party to that contract) does not apply to this Tenancy Agreement. This means that apart from the succession and assignment provisions, none of the terms of this agreement can be enforced by any other person.

Data Protection

We may retain your personal details on our computer systems and on our housing files. The Council will use such information for the specific purposes for which it was collected and any other relevant Council purposes, which includes but is not limited to, the prevention and detection of crime, fraud relating to Council Tax, Housing Benefits and Housing.

By entering into this Tenancy Agreement you consent to us disclosing any relevant personal information to third parties such as the Police. It will not be exchanged or sold to any third party.

Your photograph will be taken at the commencement of your tenancy and may be used in connection with any of the aforementioned purposes.

Any such disclosure will be in accordance with the Data Protection Act 1998, which we will comply with at all times, or other relevant legislation.

You authorise the Housing Benefit Section of the Council, or other relevant agency, to provide us with information we request about any claim you make in connection with your tenancy.

You have the right to inspect any personal information we hold about you and to ask us to correct any inaccurate information.

**INSERT
PHOTOGRAPH
HERE
(1)**

**INSERT
PHOTOGRAPH
HERE
(2)**

(1) Print your full names below

.....
.....
.....

(2) Print your full names below

.....
.....
.....

(1) Write your date of birth below

.....

(2) Write your date of birth below

.....

Declaration

I / We have read and fully understand the terms and conditions of this Tenancy Agreement and I / We accept them and will abide by them.

I / We confirm the above photograph(s) is / are a true likeness of myself / ourselves.

Your Signature(s):

(1)

Date:

(2)

Date:

**Our Signature:
(on behalf of Northampton Borough Council)**

.....

Date:

PART D YOUR RIGHTS

As a secure tenant you have a number of rights, which are listed below:

1. The Right to Occupy

- 1.1 You have the right to live in your home without being disturbed by us or any other person(s) acting on our behalf as long as you keep to this agreement. However we, or someone acting on our behalf, may have to enter your home to carry out essential repair and/or maintenance work. The circumstances in which we will do this are set out in Paragraph 14 of Part F of this Agreement.

2. The Right of Succession

- 2.1 If you die, you may be able to pass on your tenancy to someone else. This is known as succession. The law only allows one succession to a tenancy.

- 2.2 Provided you have not succeeded to your tenancy, your tenancy can only be passed on to:

2.2.1 Your husband, wife or civil partner, as long as they were living with you at your home at the time of your death, or

2.2.2 Another member of your family, as long as they lived with you in your home continuously for a period of 12 months prior to your death and this was their main or principal home.

2.2.3 A family member will include parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, half brothers and sisters, stepchildren and stepbrothers and children.

- 2.3 If you have a joint tenancy the other joint tenant will automatically take over the tenancy when you die.

- 2.4 If you had a Demoted tenancy at the time of your death then any person that is qualified to succeed would succeed to the Demoted tenancy.

- 2.5 If the person who is to take over the tenancy is under the age of 18, they will take over the tenancy on their 18th birthday. Until then the tenancy will be held on trust for that person.

- 2.6 Where the property/your home is in our opinion larger than is reasonably required or is a specialist accommodation (whether designed as such or adapted) and not required by the surviving occupier, we will consider granting a tenancy of another/suitable property/home to the surviving occupier.

3. The Right to Assign Your Tenancy (transfer of tenancy from you to another person)

- 3.1 You can transfer your tenancy to another person in the circumstances mentioned below:

3.1.1 In pursuance of a court order made under:

3.1.1.1 Section 24 of the Matrimonial Causes Act 1973 (property adjustment orders in connection with matrimonial proceedings)

3.1.1.2 Section 17(1) of the Matrimonial and Family Proceedings Act 1984 (property adjustment orders after overseas divorce, etc), or

3.1.1.3 Paragraph 1 of Schedule 1 to the Children Act 1989 (orders for financial relief against parents)

3.1.2 Through a mutual exchange with another Council or housing association tenant subject to the following conditions:

3.1.2.1 You must obtain our written consent before exchanging your home with another Council or housing association tenant. The tenant you are swapping with must also obtain their landlord's written consent to the exchange. We will confirm our agreement to your swapping your home within 42 days of receiving your application.

3.1.2.2 If your Secure Tenancy has been replaced with a Demoted Tenancy, then you will not have the right to exchange your home with another tenant.

3.1.2.3 Following a mutual exchange with another tenant, you will be responsible for the decoration that the previous tenant has left. You will also be responsible for any improvements or alterations that the previous tenant did, unless the Council agrees to be responsible for them.

3.1.2.4 You must not make or receive any payment to or from the other party in relation to your mutual exchange

3.1.3 To a person who would have the right to succeed if you die (see paragraph 2 above, The Right of Succession).

4. The Right to Buy Your Home

4.1 If you have been a tenant of the Council or another public sector landlord for at least two years prior to 18 January 2005 or if after that date you have been a tenant for at least five years, you may qualify to buy your home under the Right to Buy Scheme.

4.2 You will not be able to buy your home under the Right to Buy Scheme in the following circumstances:

4.2.1 If you live in a property classed as Sheltered Accommodation.

4.2.2 If your Secure Tenancy has been replaced with a Demoted Tenancy.

4.2.3 If your tenancy has ended by a court order, or you have breached the terms of a court order.

- 4.3 If you are eligible to buy your home under the Right to Buy Scheme, you will be entitled to a discount based upon how long you have been a Council tenant.

5. The Right to Repair

- 5.1 You have the right to have your home kept in a reasonable state of repair and are entitled to have qualifying repairs carried out at the Council's expense under the Right to Repair Scheme.

5.1.1 When you report a repair to us, we may ask to inspect your home to satisfy ourselves whether it is a qualifying repair. If it is, we will tell you how long it will take to get the repair done.

5.1.1.1 If the first contractor does not complete the qualifying repair within the set time limit you have the right to ask the Council to appoint a second contractor to carry out the repair.

5.1.1.2 If the second contractor does not complete the qualifying repair within the set time limit you will be entitled to compensation from the Council.

6. The Right to Make Improvements

- 6.1 You have the right to make certain improvements to your home, but you must get our written permission before you start the work.

6.2 If you do not get our permission before starting the work it could result in you being recharged for any damage caused as a result of the work or for the cost of putting right any alterations that have to be made when you leave the property.

6.3 If we give you written permission to do the work, you must ensure that all work is carried out safely and to a standard that we are happy with. You must also obtain any planning permission if it is needed and observe all building regulation requirements.

6.4 You must tell us when the work has been completed and we will inspect it to check that it has been done to our required standard.

7. The Right to Compensation For Improvements

- 7.1 If you have made certain improvements to your home, you may be entitled to claim compensation for them when your tenancy ends. Compensation is payable for "eligible" improvements that were started on or after 1 April 1994.

Examples of these could include:

- the installation of a bath, shower, wash hand basin or toilet
- installing additional storage cupboards in the kitchen or bathroom
- installing central heating, hot water boilers or other types of heating
- rewiring or putting in new power sockets, lighting or other electrical fittings

- loft and cavity wall insulation
- draught proofing of external doors or windows

7.2 In order to qualify for compensation, you must have obtained our written permission to carry out the improvements in the first place. You should make a claim when you want to leave the property, alternatively you can put in a claim up to 14 days after the tenancy ends.

7.3 The amount of compensation that you are entitled to will depend on the cost of the improvement, the condition of the improvement and how old the improvement is when you claim. You will need to provide evidence of the cost of such work, which may include receipts or invoices.

7.4 If you owe the Council any money when your tenancy ends the Council will deduct this amount from the compensation.

8. The Right to be Consulted

8.1 You have the right to be consulted about any plans we have that will significantly affect the property you live in, the service we provide or your housing situation. Such plans may be to:

- Carry out modernisation or improvement work to your home/estate
- Change a policy that affects the way we provide services to you, or
- Change the facilities or level of services we provide to you.

9. The Right to Information

9.1 As your landlord we hold information about you and your household in connection with your tenancy and we treat all such information as confidential.

9.2 The Data Protection Act 1998, gives you as a Council tenant certain rights to see both your personal housing file and computerised records to ensure that they are correct.

10. The Right to Take in Lodgers and Sublet Your Home

10.1 You can take in lodgers without asking our permission to do so, as long as you do not allow the property to become overcrowded.

10.2 You also have the right to sublet part, but not the whole of your home, provided you have obtained our written permission before doing so.

10.3 If you receive an award of Housing Benefit, then you must tell the Revenue and Benefits Department immediately a lodger or subtenant moves in to your home and also when they move out.

11. The Right to Manage

11.1 The right to manage gives secure tenants and leaseholders a statutory right to manage the housing service provided to their homes by the Council. The right can be exercised at any time subject to the criteria set out in the Right to Manage Regulations (1994).

PART E OUR RESPONSIBILITIES TO YOU

1. Possession

- 1.1 We will give you the keys and possession of the property at the start of your tenancy.
- 1.2 We will not interfere with your rights to live in the property unless you fail to carry out any of your obligations set out in this agreement.

2. Your Right to Occupy

- 2.1 We will not interrupt or interfere with your right to live in your home whilst your tenancy continues unless:
 - 2.1.1 We, our agents or contractors need to come in to your home, subject to reasonable notice, for the purpose of inspection or carrying out repair works to either your home or adjoining property.
 - 2.1.2 There is an emergency such as a fire or flood.
 - 2.1.3 The tenancy has ended and we are entitled to possession.
 - 2.1.4 We believe that you have abandoned the property with no intention of returning.
 - 2.1.5 A court order has been granted allowing us access to your home.

3. Repairs

- 3.1 We will arrange to repair the structure and exterior of your property. This includes:
 - The roof, drains, gutters, sewers and external pipes (except where the drains and sewers are the responsibility of the Water Authority) window frames, flues and chimney stacks.
 - Any boundary fence, gate or wall that we have provided
 - Any pathway or steps that we have provided and are situated within the boundary of the property.
 - Any garage, shed or outbuilding we have provided which is situated within the boundary of the property, as long as it is economic to do so. We reserve the right to remove these structures when, in our view, they are beyond economic repair.
- 3.2 In bedsits, flats or maisonettes we will keep in repair all entrances, halls, stairways, balconies, lifts, rubbish chutes, lighting, communal doors, intercoms, closed circuit television and other parts for common use.
- 3.3 We will arrange to repair and keep in proper working order any installations in your home for the supply of water, gas and electricity and sanitation.

This includes:

- Sinks, basins, baths, sanitary conveniences, water heaters, fitted fires and central heating installations.
- Electric wiring sockets and switches, gas pipes and water pipes.
- any communal aerial that remains our responsibility.

3.4 Where your property is designated as a single person accommodation we will keep in good repair any cooking appliance we rent to you with the property.

3.5 We will not accept responsibility for the following repairs:

3.5.1 condensation or its effects, unless it arises from a breach of our repairing responsibilities, or as a result of a statutory repairing obligation.

3.5.2 any fixture, fitting, installation or equipment replaced by you, is non-standard, or was fitted by a former tenant and left in your home at your request.

3.5.3 any repair or replacement needed because of damage to or neglect of your home or any common parts caused by you, anyone living with you or your visitors, except for fair wear and tear.

4. Insurance

4.1 We will insure your home (the building) and any fixtures and fittings in it, which belong to us.

4.2 We do not insure against damage caused by storms, frost or burst pipes.

4.3 You remain liable for insuring your own contents, personal belongings and any other items for which you are responsible.

4.4 We offer a Home Contents Insurance to our tenants, which you can pay on a fortnightly, monthly or annual basis. Further details about the scheme may be obtained by telephoning the Housing Helpline.

5. Complaints

5.1 We aim to provide a quality service to our customers, however there will be occasions when things go wrong.

5.2 You have the right to complain when you are not happy with the service that you have received.

5.3 We operate a three stage complaints procedure which must be followed when a complaint is received.

5.4 We agree to consider and investigate your complaint, in line with our complaints procedure and our current service standards.

- 5.5 If we find that we are in the wrong, we will apologise promptly and do everything we can to put things right. We will also take steps to ensure that the problem is not repeated in the future.
- 5.6 If you are not satisfied with how we have dealt with your complaint after you have been through our Complaints Procedure, you may refer the matter to the Local Government Ombudsman whose address is:

Local Government Ombudsman
PO Box 4771
Coventry
CV4 0EH

6. Customer care

- 6.1 All of our employees follow a customer code and are expected to respect our customers and value their opinion.
- 6.2 We aim to deliver high quality services in a fair and equal way to all sections of the community.
- 6.3 We are committed to ensuring that everyone is fairly and equally treated, irrespective of race, gender, religion, colour, creed, sexuality, disability or any other determining aspect of their lives.
- 6.4 We pledge to continuously monitor and improve our services and work with you to bring about those improvements.

PART F YOUR RESPONSIBILITIES TO US

1. Occupying Your Home

- 1.1 Unless you are already occupying your home, you will move into it at the start of your tenancy.
- 1.2 You must occupy the property as your only or main home.
- 1.3 If you live in Sheltered Housing and receive support from a Sheltered Housing Coordinator, you must notify either them or Call Care Services, if you are going to be away from your home overnight.
- 1.4 If you are away from the property for more than four weeks you must inform us and provide either your contact details, or those of another person whom we may contact in an emergency, and make sure your home is safe and secure before you leave.
- 1.5 If you fail to inform us that you are going to be away from your home and the property is unoccupied by you for more than four weeks, we will assume that you have abandoned the property and may take action to end your tenancy.

2. Rent and Other Household Expenses

- 2.1 You must promptly pay the total amount of rent shown on page 6 of this tenancy agreement, or such other sum as notified to you by us. The total amount you must pay may include certain other payments or charges for additional services.
- 2.2 The rent must be paid weekly in advance on the Monday of each week.
- 2.3 You are responsible for all other bills that you receive in relation to your home, which could include but is not limited to, charges for water, gas, electricity, Council Tax or other taxes.
- 2.4 If you are a joint tenant you are responsible, individually and collectively, for the payment of rent and all other charges. This means that if the other joint tenant does not pay the rent and other charges, or leaves, then you remain responsible for paying the rent and other charges, plus any arrears that are outstanding.
- 2.5 You can pay your rent in using one of the approved methods of payment, illustrated in the Tenant Handbook.
- 2.6 You must not withhold any rent or other charges that you are liable for because you are in dispute with us, unless you have followed the correct legal procedures. If you do not follow these procedures we can apply to a court to make you and anyone living with you leave the property.
- 2.7 If you have rent arrears this may affect your eligibility to transfer or mutually exchange to alternative accommodation.

- 2.8 If you owe us money for rent or other charges when you leave the property, you must make arrangements with us to repay the debt. If you fail to do this, it may affect your chances of being rehoused by us in the future.
- 2.9 We may change your rent or other charges at any time. When we do this, we will write to you to let you know the new amount you must pay at least four weeks before the change becomes effective.
- 2.10 If you do not pay the rent or other charges due, we may go to court and obtain an Order against you, which could lead to you losing your home.
- 2.11 If you are having difficulty in paying your rent or other charges, you must contact us so that we may offer you advice or refer you to someone that can help you.
- 2.12 If we temporarily move you from your home to another property, you remain liable for payment of the rent or other charges at your normal home.

3. Housing Benefit

- 3.1 If you receive Housing Benefit, you must tell us immediately if there is a change in your circumstances. This includes, but is not limited to:
- if you or another member of your household starts work
 - if you or another member of your household has a change to their income
 - if someone moves in or out of your home
- 3.2 You must move into your home when your tenancy starts, or else you may lose your entitlement to receive Housing Benefit.
- 3.3 You must provide all of the information and documents upon request, and within the specified time, in relation to your application for Housing Benefit.
- 3.4 You must not knowingly make a fraudulent claim for Housing Benefit.
- 3.5 You must repay any overpayment of Housing Benefit.
- 3.6 You remain responsible for checking that your Housing Benefit claim is processed in a timely manner and maintaining rent payments during that time.

4. Use of Your Home

- 4.1 You agree to use your home as a private residence only for your occupation and that of your family.
- 4.2 You must not use your home or any part of it for a business without our written permission. Permission will not be granted where it would result in breaking planning regulations or cause nuisance or annoyance to neighbours or anyone in the Local Area.
- 4.3 If we grant you permission and your business causes a nuisance or annoyance to your neighbours, or damages your home, then we will withdraw

our permission and you will have to immediately stop using your home for business.

5. Overcrowding

- 5.1 Whilst the law allows you to take in lodgers and/or sub-let part of your property you must not allow your home to become overcrowded as defined in Section 324 of the Housing Act 1985.

6. Assigning Your Tenancy

- 6.1 You must not assign (transfer) your tenancy otherwise than in accordance with paragraph 3 of this tenancy agreement.
- 6.2 You must not make or receive any payment to or from the other party in relation to your mutual exchange.

7. Looking After Your Home

7.1 General

- 7.1.1 It is your responsibility to ensure that you, other members of your household, guests and visitors act in a reasonable and responsible manner at all times in respect of the use of your property, the common parts and the locality.
- 7.1.2 You must make all reasonable effort to heat and ventilate your home by the suitable means provided and to protect the property against condensation.
- 7.1.3 You must make sure that you take adequate and reasonable precautions to prevent fire in your home, which includes checking the smoke detector (if provided) and replacing batteries when required. We will charge you for any costs that we have to meet as a result of a fire, if you or anyone living at, or visiting your home cause this deliberately or as a result of neglect.

7.2 Repairs

- 7.2.1 You must keep your home and any fixtures and fittings provided by us in good repair and condition and must not take any of the fixtures and fittings away from the property.
- 7.2.2 You must tell us as soon as possible about any repair that is needed in your home.
- 7.2.3 You are responsible for arranging the repair, renewal or replacement of any items that are damaged by you, other members of your household, guests or visitors due to a deliberate act, neglect or misuse.

7.3 Cleaning and Tidying

- 7.3.1 You must not damage, deface, litter, dirty or obstruct any common parts to the premises or its surroundings in any way, or allow any pets to foul in these areas.
- 7.3.2 You must keep your home clean and tidy.
- 7.3.3 If you share common areas such as landings, hallways, staircases, balconies and lobbies, you must keep these clean at all times unless you already receive this service from us.
- 7.3.4 You must not do anything that attracts or is likely to attract vermin, insects and pests to your home, or causes or is likely to cause a health and safety risk to you or other tenants.
- 7.3.5 If your home has a chimney, you must ensure that it is swept as often as necessary, which should be at least once a year if you use an open fire.

7.4 Decoration

- 7.4.1 You must keep the inside and outside of your home including the internal decoration in a reasonable condition at all times.
- 7.4.2 If you are provided with a decoration pack you must use the materials for your home, notify us once you have completed the decoration and allow us to inspect the work. You will be charged for the cost of any missing materials that have not been used for the purpose of decoration.

7.5 Frost Damage and Burst Pipes

- 7.5.1 You must take all reasonable steps to prevent frozen and burst pipes in your property. If you fail to do this we may charge you the cost for any work that we have to do.

7.6 Appliances

- 7.6.1 You are responsible for the upkeep and proper installation of any independently connected domestic appliances, which installation must be undertaken by a suitably qualified person.

7.7 Loss of Keys or Fobs

- 7.7.1 You must replace any lost or stolen keys to doors or windows to your home, common areas or utility cupboards. If you fail to do this we may charge you for the cost of replacing the keys.
- 7.7.2 You must pay for the replacement of any lost or stolen door entry access fobs or keys, or any keys for parking barriers.

7.8 Motors

- 7.8.1 You must not keep any petrol or diesel driven motor in any part of the property or common parts.

7.9 Combustible Liquids/Gas

- 7.9.1 You must not keep any dangerous or inflammable liquids or materials in the property or common parts that could harm other people, catch fire or explode. In particular you must not use bottled gas, paraffin, petrol, diesel or anything else that may be dangerous or a fire risk in the property or common area.

7.10 Smoking

- 7.10.1 If you live in a bedsit, flat or maisonette within a block, you must not smoke in any of the communal areas.

8. Looking After Your Own or Shared Garden

- 8.1 You must keep your garden and any garden you may share in a clean and tidy condition, including cutting the grass regularly, trimming the hedges and bushes and pruning the trees.
- 8.2 You are responsible for the maintenance of the trees in your garden. If we have to undertake work to any of your trees, then we may charge you the cost of the work.
- 8.3 You must keep your garden or any garden that you share free from rubbish, refuse, household items, building materials, rubble, excessive weed growth or items of a scrap or unsightly nature.
- 8.4 You must not allow any hedge, shrub or tree in your garden to overhang pavements, communal areas or a neighbouring garden, or in any other way cause a nuisance or hazard to other tenants or neighbours.
- 8.5 You must not plant leylandi or any other fast growing tree or shrub in the garden without first obtaining our written permission.
- 8.6 You must not remove or destroy any bushes, hedges or trees without first obtaining our written permission.
- 8.7 You must keep any shed, garage or other outbuilding that we let to you in good repair and condition and report any repair that may become necessary.
- 8.8 You must not remove, alter or replace any fencing or boundary without first obtaining our written permission.
- 8.9 You must not erect any fencing, shrubs or other object to your boundary, if your property is designated as an open plan area.

9. Rubbish and refuse

- 9.1 You must not allow rubbish to accumulate inside or outside of your home and must place all rubbish in the correct bags or bins where provided. If you

have a shared refuse facility, you must ensure your rubbish is correctly, safely and neatly deposited there.

- 9.2 If you share any common areas such as hallways, landings, staircases, balconies, lobbies and pathways, you must keep these clean, tidy and free from refuse and obstruction.
- 9.3 You must ensure that you dispose of all rubbish and refuse securely, safely and hygienically.
- 9.4 You are responsible for your rubbish until it is collected by us and must ensure that it is securely and hygienically stored.
- 9.5 You must not place your rubbish out on the street until the day it is due for collection by us.
- 9.6 You must not create an accumulation of rubbish in the street, in a garage area or on any other land within the immediate vicinity.
- 9.7 You must dispose of any other material that we do not normally collect for free.

10. Insurance

- 10.1 You are responsible for having adequate contents insurance to cover your possessions and belongings against loss, criminal or accidental damage. We are only responsible for insuring the structure and exterior of your home.

11. Landlord's Right of Access

- 11.1 You must allow us, our agents, contractors or workmen acting on our behalf to enter the property at all reasonable times, after we have given you a minimum of 24 hours written notice for the purposes of:
 - inspecting the condition of your home
 - carrying out repairs, which are the Landlord's responsibility
 - cleaning
 - disinfestations
 - improvements
 - alterations or other works to your home or adjoining property
 - carrying out a gas safety inspection
- 11.2 If an emergency arises where we believe that there is an immediate risk to any person or property, we have the right to enter your home at any time without notice using reasonable force, if necessary, and carry out any work to your home, your neighbour's home or to any communal parts near to your home.
- 11.3 If an emergency was caused by something that you, or another member of your household, guest or visitor to the property did or failed to do, then we will recover the cost of any necessary work and associated fees from you.

- 11.4 If you fail to allow us entry into your property after we have given you reasonable notice or in an emergency, we may take court action against you to gain access.

12. Violence

- 12.1 You, other members of your household, guests or visitors to your property, must not commit any acts of violence or threaten violence towards anybody residing, visiting or working in the neighbourhood. This includes towards any of our employees, agents or contractors.
- 12.2 You, other members of your household, guests or visitors, must not encourage anyone else to engage in acts of violence or threaten violence towards anybody residing, visiting, working or otherwise engaging in any lawful activity in the neighbourhood. This includes towards any of our employees, agents or contractors.

13. Domestic Violence

- 13.1 You must not, or encourage anyone else to mentally, sexually or emotionally assault, harass, threaten, or abuse, your husband or wife, partner or civil partner, other family member, former husband or wife or former partner or civil partner.
- 13.2 If you commit or threaten domestic violence we may take legal action to evict you.

14. Nuisance and Anti-Social Behaviour

- 14.1 You, other members of your household, guests or visitors must not do anything, or incite others to do anything, which causes or is likely to cause a nuisance, annoyance, harassment, alarm or distress to anyone residing, visiting, working or otherwise engaging in any lawful activity in the neighbourhood of your home, whether they live there or not.
- 14.2 Conduct which amounts to nuisance and/or anti-social behaviour includes, but is not limited to:
- a) Playing a radio, television, other amplified equipment, musical instrument or music loudly.
 - b) Shouting, screaming, using foul and abusive language, banging on walls or ceilings and slamming doors.
 - c) Using power tools or household appliances at inappropriate or unreasonable times.
 - d) Verbal abuse.
 - e) Persistent dog barking or fouling.
 - f) Offensive drunkenness.
 - g) Making offensive or indecent gestures and actions.
 - h) Dumping rubbish on the property or in the neighbourhood of your home.
 - i) Misuse of communal areas.
 - j) Propping open of communal doors.
 - k) Playing ball games close to someone else's property.
 - l) Not keeping your pets under control.

- m) Failing to cut, trim or prune any grass, bushes, shrubs or trees in your garden.
- n) Feeding or attracting wild animals to the property.
- o) Carrying out major car or vehicle repairs in or near your property.
- p) Adopting an abusive, aggressive, intimidating or threatening manner toward anybody residing, visiting or working in the neighbourhood of your home, or when dealing with any of our employees, agents or contractors acting on our behalf in the pursuit of their lawful duties and business.
- q) Skateboarding, roller-skating or cycling on paths, balconies and communal areas.
- r) Riding motorcycles on pavements and in other inappropriate locations in the neighbourhood.
- s) Criminal damage.
- t) Malicious damage of Fire Call Points.

15. Harassment

15.1 You, other members of your household, guests or visitors must not do anything, or incite others to do anything, on the property or in its locality, towards anybody residing, visiting, working or otherwise engaging in any lawful activity in the neighbourhood of your home which could amount to harassment, discrimination or victimisation, for any of the following reasons:

- a) Because of their race
- b) Because of their age
- c) Because of their colour
- d) Because of their nationality
- e) Because of their ethnic or national origins
- f) Because of their gender
- g) Because of their religion
- h) Because of their sexuality
- i) Because of their disability
- j) Because of their mental or physical impairment
- k) Because of their actual or perceived HIV status
- l) Because of any other reason

15.2 You, other members of your household, guests or visitors must not do anything that amounts to harassment of your neighbours, their visitors, our employees, agents and contractors acting on our behalf.

15.3 Harassment can include, but is not limited to the following:

- a) Violence or threats of violence towards anybody.
- b) Using abusive or insulting words, gestures or behaviour.
- c) Damage or threats of damage to someone else's home, property or possessions.
- d) Writing threatening, abusive derogatory or insulting letters or graffiti.
- e) Doing anything that interferes with the peace, comfort or convenience of others.
- f) Making false or malicious complaints or statements about any person or people visiting or engaged in lawful activity in the locality of the property.
- g) Displaying any sign, notice or advert that is obscene, offensive, indecent or pornographic.

16. Illegal Activities

- 16.1 You must ensure that neither you, another member of your household, guest or visitor to the property, uses your home for any criminal, illegal or immoral purpose. This includes, but is not limited to the following:
- a) The receiving, handling, possession or storing of stolen goods.
 - b) Prostitution.
 - c) The supplying, possession or cultivation of any illegal drugs or prohibited substances.
 - d) The possession or supplying of any illegal firearms or weapons.
 - e) The harbouring of someone not lawfully entitled to be resident in the United Kingdom.
 - f) The manufacture or possession of explosives.
 - g) The production or supply of pornographic material.

17. Weapons

- 17.1 You must not keep any offensive weapons, or projectile firing weapons such as firearms, shotguns or crossbows in the property without possessing the relevant legal permits.

18. Pets

- 18.1 You must not keep anything other than the usual domestic pets in your home. A usual domestic pet is considered to be a dog, cat, small caged birds or animals, small amphibians, reptiles or fish provided they are kept in suitable tanks or containers in your home.
- 18.2 If you live in a house or a bungalow, you may keep up to two dogs provided you obtain our written permission.
- 18.3 If you live in a flat, bedsit or maisonette, you must not keep a dog unless we have given you written permission that you may do so because of special circumstances.
- 18.4 If you keep a dog it must wear a suitable identity tag and be kept on a leash at all times when it is walked in a residential area.
- 18.5 You must not allow any animal to foul in your property, communal gardens or the neighbourhood.
- 18.6 Any animal that is kept at your home, whether it is yours or not, remains your responsibility.
- 18.7 You agree to keep under control any animals kept at your home.
- 18.8 You must ensure that any pet or animal in your home does not cause a health hazard, damage to the property or a nuisance and annoyance to neighbours, or other people in the locality.
- 18.9 You must not keep any animal or creature defined in the Dangerous Wild Animals Act 1976, the Wildlife and Countryside Act 1981, or the Dangerous Dogs Act 1991, or any other dangerous or venomous animal, reptile or insect.

- 18.10 You must not keep any animals, reptiles and insects for breeding purposes.
- 18.11 You may not keep any livestock at the property.
- 18.12 You may keep up to two cats.
- 18.13 You may not erect any external structures such as aviaries, pigeon lofts or ponds without obtaining our written permission.
- 18.14 If we give you permission for the keeping of an animal, it may be withdrawn on reasonable grounds.

19. Reporting Defects and Disrepair

- 19.1 You must report to us promptly any defects and disrepair in your property or common parts for which we are responsible.
- 19.2 You must notify us immediately of any stoppages or defects in the drains, burst pipes, damage to sanitary conveniences, structural, electrical, plumbing or gas defects.

20. Damage

- 20.1 You agree not to cause or to allow other members of your household, guests or visitors to your home to cause any damage to the property, its fixtures and fittings or common parts.
- 20.2 You agree not to allow the property to deteriorate due to waste and neglect, either by yourself, other members of your household, visitors or guests to your home.
- 20.3 You must ensure that you, other members of your household, guests or visitors to your home, do not deliberately set fire to the property or common parts, cause criminal damage to the property or common parts, or deliberately flood the property.

21. Alterations

- 21.1 You must not make any structural alterations to the property and must obtain our written permission, which will not be unreasonably withheld, before doing any of the following:
- a) Making additions, alterations, replacements, modifications or improvements to the property including the removal of internal doors.
 - b) Decorating the exterior of the property.
 - c) Making any alteration to the fencing or border of the property.
 - d) Fitting any type of aerial or satellite dish.
 - e) Cutting down any tree, shrub or hedge.
 - f) Constructing a hardstanding.
 - g) Erecting an external structure.
- 21.2 Any additions, alterations, replacements or improvements involving a gas fired appliance, or gas supply pipes or fittings, must be carried out by a CORGI registered engineer.

- 21.3 Any additions, alterations, replacements or improvements to the electrical systems, must be carried out by a registered competent person or by applying for the work to be checked by our Building Control Department.

22. Emergency Repair Service

- 22.1 You, other members of your household, guests or visitors to your home must not abuse our Emergency Repairs Service by reporting repairs that are not of an emergency nature. Repairs that are considered an emergency are as follows:

- a) Gas leaks.
- b) Major leaks to water systems or roofs.
- c) Total failure of electrical power and/or lights.
- d) Blocked drains or toilets.
- e) Blocked sink waste pipes in high rise flats.
- f) No heat in a property occupied by an elderly person.
- g) Toilet not working where there is only one in the property.
- h) Repairs to doors or windows where property or building security is affected.
- i) Faulty cooker points.
- j) Dangerous electrical fittings.
- k) Gale or storm damage causing danger to life and property.
- l) Overflow running continuously.
- m) Emergency repairs to make the property safe, eg Boarding up windows, tightening loose handrails, lock repairs or renewals, covering up exposed manholes or gulley grids.

23. Recharge of Incurred Costs

- 23.1 You will be responsible for paying us any costs that we have incurred as a result of any of the following:

- a) Carrying out repairs or decorations which are your responsibility which we have done due to your failure to do so.
- b) Making good any damage caused by you, another member of your household, guest or visitor to the property.
- c) Responding to unjustified emergency repair callouts made by you, another member of your household, guest or visitor to the property.
- d) Any work relating to access to your property, planned or emergency.
- e) Any legal proceedings initiated.
- f) Waste and neglect by you, another member of your household, guest or visitor to your property.
- g) Acts of negligence, wilful or malicious damage by you, another member of your household, guest or visitor to the property.
- h) Any work required to common parts or neighbours properties as a consequence of acts of negligence, wilful or malicious damage by you, another member of your household, guest or visitor to you property.
- i) Misuse of a decoration pack.
- j) Any damage, waste or neglect when your tenancy ends.
- k) Theft or damage of any of our fixtures and fittings of the property or common parts.
- l) Any storage of personal belongings and effects.
- m) Any work to make the property secure due to an act or omission by you, another member of your household, guest or visitor to the property, or by another third party.

24. Temporary Accommodation

- 24.1 You will be required to move out of the property if any major defect or repair is identified by us and the necessary work cannot be undertaken while you remain in occupation.
- 24.2 If we offer you another property that you can temporarily occupy whilst the necessary works are completed to your property, you will remain liable for complying with all obligations at your property including the payment of rent.
- 24.3 If you are entitled to receive Housing Benefit, you must advise the Revenue and Benefits Department of your temporary address and when you return to your property.
- 24.4 You must ensure that you maintain the temporary home to the same decorative and repair standard as when you moved in and must pay us any costs for repairs we have to carry out if this is not the case.
- 24.5 If you fail to comply with your agreement, we may take legal action for possession of the main property and your temporary home.
- 24.6 You must return to your property once all necessary work has been completed.

25. Going to Prison

- 25.1 If you are held on remand or sentenced and go to prison, you must notify us immediately.
- 25.2 If you are sentenced to prison, you remain liable for complying with this agreement and could end up losing your home.

26. Roadways, Vehicles and Car Parking

- 26.1 You agree to the following:
 - a) Not to park on the property except in a garage, on a driveway or hardstanding having a proper approved access with dropped kerbs.
 - b) Not to park on any grassed verge, footpath, other landscaped area or amenity area, or to allow other members of your household, guests or visitors to do so.
 - c) Not to park any large vehicle (commercial or otherwise), caravan, motorhome, boat or trailer on the property without our written consent.
 - d) Not to park any large vehicle (commercial or otherwise), caravan, motorhome, boat or trailer, to park on any land owned by us, including car parking bays.
 - e) Not to cause an obstruction on the highway, block access to any other property or any car parking facility.
 - f) Not to allow any untaxed, unroadworthy or stolen vehicle to be parked on the property, or on any communal areas or car parking bays.

27. Repair of Vehicles

- 27.1 You must not carry out repairs to any motor vehicle at the property.

28. Signs and Advertising

- 28.1 You agree not to place up any signs, literature or hoardings on the property or common parts.

29. Ending Your Tenancy

- 29.1 You agree to give us four weeks notice in writing ending on a Monday if you wish to end your tenancy. If you are a joint tenant, then notice given by either of you will end the tenancy for both of you. A standard Form of Notice, which can be used, is on page 32 of this agreement.
- 29.2 You must continue to pay rent until the tenancy has ended.
- 29.3 You must make sure you redirect all your mail to your new address at the end of your tenancy.
- 29.4 You must ensure that all utility services are paid up to the date you move out of the property.
- 29.5 You must allow us to inspect your home and/or show potential tenants around, provided we have given you reasonable notice, before the end of the four week notice period.
- 29.6 We can only end your tenancy by obtaining a court order, or by serving you with four weeks notice ending on a Monday, if you no longer occupy the property as your only or principal home, or if you have sublet or parted with possession of the whole of the property.

30 Moving Out

- 30.1 When you move out of the property you must do the following:
- a) Give us vacant possession.
 - b) Return all keys and fobs to the property and common parts.
 - c) Remove all furniture and personal possessions.
 - d) Remove all rubbish and refuse from the property, internally and externally.
 - e) Ensure that the property is left in good repair, good decorative order and hygienic.
 - f) Ensure that all gardens to include grass, bushes, hedges and shrubs are trimmed and cultivated as appropriate.
- 30.2 We will not accept responsibility for anything you leave at the property at the end of your tenancy and we will charge you for the cost of having to clear the property, the garden or common parts, or do any works that are your responsibility or dispose or store any of items left at the property at the end of your tenancy.
- 30.3 We reserve the right to dispose of any items, goods or personal possessions left at the property without any liability to you or any third party.

31. Variation of Tenancy

- 31.1 We may vary the amount of rent or other charges payable under the tenancy by giving you at least four weeks prior written notice.
- 31.2 We may vary the other conditions of the tenancy by serving a minimum of four weeks prior written notice of the variation. Before doing this, we must first invite your comments on the proposed change and take any comments you do make into consideration.

32. Landlord's Address for Service of Notices

- 32.1 We hereby give you notice in accordance with Section 48 (1) of the Landlord and Tenant Act 1987, that the address at which written notices (including notices in proceedings) or other correspondence about this agreement should be served on us at:

Northampton Borough Council
The Guildhall
St Giles Square
Northampton
NN1 1DE

or by email to tenancymanagement@northampton.gov.uk

- 32.2 Any notice to be served on you may (in addition to any other methods permitted by law) be served by:
- a) Handing it to you or anyone else on the property.
 - b) By leaving it or sending it by ordinary prepaid post or registered post to your last known address that is different from the property.
 - c) Whether or not you or anyone else occupies the property, by leaving it or sending it by ordinary prepaid post or registered post to the property.
- 32.3 If you are a joint tenant, then a notice served upon one of you will be treated as served on both of you.

PART G HOW WE MAY END YOUR TENANCY

1. Your Security of Tenure and How Your Tenancy Can Be Ended

- 1.1 You have security of tenure as a secure tenant so long as you occupy the property as your only or principal home.
- 1.2 We can only end your tenancy by obtaining an order for possession of your home from the court on one of the grounds listed in Schedule 2 of the Housing Act 1985 (as amended by the Housing Act 1996).
- 1.3 We will normally give you at least four weeks notice of our intention to seek a possession order unless it is just and equitable to dispense the requirement of a notice.

2. Demotion Order

- 2.1 We may apply for a Demotion Order under Section 82A of the Housing Act 1985 (as amended by the Anti-Social Behaviour Act 2003).
- 2.2 If we intend to seek a Demotion Order we will give you four weeks notice in writing unless the court has allowed us to go ahead without serving notice on you.
- 2.3 If a Demotion Order is awarded against you, then your Secure Tenancy will end on the date the order is awarded and will be replaced with a less secure type of tenancy.
- 2.4 If your tenancy is demoted, you lose both the right to buy and any discount for the period you hold a demoted tenancy.
- 2.5 If your tenancy is demoted, you lose the right to exchange during the period you hold a demoted tenancy.

3. Injunction

- 3.1 We reserve the right to seek injunctions to require you to comply with, or to stop you breaching your obligations under this agreement. This may be in addition or as an alternative to any possession proceedings, under the grounds listed in Schedule 2 of the Housing Act 1985 (as amended by the Housing Act 1996). We may also claim damages arising from any breach by you and costs.

4. Anti-Social Behaviour Order (ASBO)

- 4.1 We reserve the right to apply to court for an Anti-Social Behaviour Order against you, another member of your household, guest or visitor to your property if you/they have behaved in a way that is likely to have caused harassment, alarm or distress to person(s) outside your household.

5. Parenting Order

- 5.1 We reserve the right to apply to court for a Parenting Order against you, if you are the parent of a child or young person and we believe that the child or young person has engaged in anti-social behaviour and resides or appears to reside with you.

DRAFT

TENANT'S NOTICE TO QUIT

BY HAND / OR FIRST CLASS POST* (* delete as appropriate) **TO:**

The Head of Landlord Services
Northampton Borough Council
The Guildhall
St Giles Square
Northampton
NN1 1DE

I (print name)

am the sole / joint tenant of the premises known as

..... **Northampton**

which I hold with (print name of other joint tenant if applicable)

I / **we** give the Council at least four clear rental weeks notice from the date you receive this notice of **my / our** intention to terminate the said tenancy in accordance with Clauses 29.1 of **my / our** tenancy agreement on Monday the day of 20 (ending on a Monday, being at least the 5th CLEAR Monday AFTER the date of this Notice) or the day on which a complete period of the tenancy expires next being four weeks from the service of this Notice

I / **we** will be able to give vacant possession and will return the keys to **my / our** area Housing Officer on

I / **we** will not be able to give vacant possession (give reason and details of those people left in the property)

Signature 1 (print name)

Signature 1 (print name)

Dated

USEFUL TELEPHONE NUMBERS

HOUSING ENQUIRIES

For more information regarding your rights as a tenant
please contact the Housing Helpline on:

0845 3300637

EMERGENCY REPAIRS

If you wish to report an emergency repair
please telephone:

01604 837999

DOMESTIC VIOLENCE

If you have been a victim of Domestic Violence
please telephone:

Domestic Violence Helpline – 0808 2000 247

or

The Sunflower Centre – 01604 233684

HOUSING ADVICE

For more information regarding your rights as a tenant
please contact Northampton and District Citizen Advice Bureau on:

0844 855 2122

INTRODUCTORY TENANCY Agreement



NORTHAMPTON
BOROUGH COUNCIL

DIFFERENT FORMATS

Our communities are diverse and to reflect this we have improved and updated our Tenancy Agreement and also made it easier to understand.

We recognise that a number of current and potential future tenants do not use English as their first language. We have access to both a translation and interpretation service that can help to explain the Tenancy Agreement in various community languages.

If you have difficulty reading this document because of a disability or because English is not your first language this information can be made available in other languages and formats upon request by contacting us on 0845 300 0637.

POLISH

Informacje te mogą być dostępne w różnych językach i różnym formacie poprzez skontaktowanie się z nami 0845 330 0637

RUSSIAN

Эта информация имеется по просьбе на других языках и форматах – пожалуйста обратитесь к нам по номеру 0845 330 0637

SOMALI

Macluumaadkani waaxaad ku heli kartaa luqooyin iyo habab kale haddii aad dalbato adigoo nagala soo xiriiraayo 0845 330 0637

BENGALI

এই তথ্য অন্যান্য ভাষায় এবং পদ্ধতিতে আমাদের সাথে নিচের ফোন নম্বরে যোগাযোগ করে অনুরোধ করে পাওয়া যেতে পারে 0845 330 0637

PUNJABI

ਸਾਡੇ ਨਾਲ ਇਸ ਨੰਬਰ ਤੇ ਸੰਪਰਕ ਕਰਨ ਦੁਆਰਾ ਬੇਨਤੀ ਕਰਨ ਤੇ ਇਹ ਜਾਣਕਾਰੀ ਦੂਸਰੀਆਂ ਬੋਲੀਆਂ ਅਤੇ ਰੂਪਾਂ ਵਿੱਚ ਉਪਲਬਧ ਕੀਤੀ ਜਾ ਸਕਦੀ ਹੈ। 0845 330 0637

ARABIC

يمكن عند الطلب جعل هذه المعلومات متوفرة في لغات وأنماط أخرى وذلك بالاتصال بنا على
0845 330 0637

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PART A INTRODUCTION

We want you to enjoy your new home and we aim to be a responsible landlord that provides both quality housing and an excellent customer service to you.

This is your Tenancy Agreement made between you (the tenant) and Northampton Borough Council (the landlord).

The Tenancy Agreement is a legally binding contract between you and the Council, and by signing it you have agreed to abide by all of its terms and conditions. It also includes a number of obligations that the Council must fulfil as your landlord.

The terms and conditions of the agreement have been set out as clearly as possible, so that both the tenant and the landlord are fully aware of their rights and obligations to each other.

It is vitally important that you take the time to read the agreement, so that you are fully aware of your rights and obligations to the Council and their rights and obligations to you.

Where there are two tenants, then you are both individually and jointly responsible for both your own actions and those of the other tenant and therefore individually and jointly responsible for ensuring all of the tenant responsibilities are met in the Tenancy Agreement. You also remain responsible for the behaviour of any other person that lives at or visits your home.

PART B DEFINITIONS

Definitions are explanations of certain words that have a very exact meaning in this agreement because it is a legal document. The words may have a more general or more limited meaning than you would normally expect.

What this agreement says

What it means

Alterations

means to any alteration or addition to your home that is different to when you signed this agreement.

Anti-social behaviour

means any aggressive, intimidating or destructive behaviour that has a negative effect on another person's quality of life in or around their home and causes or is likely to cause, nuisance, annoyance, harassment, alarm or distress to anyone.

Assignment

means a method for transferring your tenancy and all of its rights to someone else.

Block

means to the building that your home is situated in and includes any areas that you share with others.

Common parts

means those parts of the building or estate where you live that all tenants and other residents can use such as hallways, stairs, entrances, balconies, lobbies, landings, drying areas and refuse facilities. It also includes outside areas you may share or use with others such as grassed areas.

Exchange

means you swapping your tenancy and property with another Council or Housing Association tenant.

Fixtures and fittings

means items we provide in your home such as kitchen units and appliances, sanitary ware, heating appliances etc.

Garden

means lawns, hedges, bushes, shrubs, trees, paths, walls, fences and yards.

Guest

means a person invited into your house and/or allowed to stay in your house.

Harassment

means a range of criminal and offensive behaviour that is motivated by or the victims believes is motivated by hostility towards an individual or group.

Local area

means the whole of the area in which you live including privately owned or other tenanted properties, play areas, streets, shopping areas, our offices,

community buildings and facilities and all other estates in the Borough of Northampton.

Lodger	means a person who pays you money to let them live with you in your home.
Member(s) of your household	includes your husband, wife, civil partner, partner, children, parent, brother, sister, grandparent, aunt, uncle, nephew, niece and any step relatives or any other non-related person.
Neighbour	includes any person living in the local area.
Property/Home	means the whole of the property let to you under the terms of this agreement. This is the property you are lawfully entitled to occupy as your home and includes any garden, garage, path, shed or outbuilding let with your home.
Qualifying Repairs	means a repair to a tenant's home, which does not cost more than £250 and which if not carried out within a set limit of time is likely to jeopardise the health, safety or security of a tenant
Rent	means the total amount that you have to pay to us for the right to live in your home. This will be made up of the rent, any service charge which could include heating, warden, caretaking, supporting people or other charge.
Sublet	means entering into a written or spoken agreement with someone to pay you rent for allowing them to live in your property/home while you live somewhere else or allowing them to live in part of the property while you live in the other part. The person you sublet to is called a subtenant.
Succession	means that if you die then your husband, wife, partner, civil partner or another member of your family may be entitled to the tenancy if they are living with you at the time of your death.
Tenant or you	means the person who is named on the Tenancy Agreement. If there is more than one named tenant, the terms of this agreement apply equally to each person.
Vehicle	means cars, motorbikes, moped, boats, caravans, vans, trailers and mobility scooters.
Visitor	means people who do not live with you but who come to visit you at your home.

We, us, our

means Northampton Borough Council, Councillors, Officers of the Council or any Contractor or Agent we may appoint to act on our behalf.

Written permission

means a letter from us giving you permission to do something.

DRAFT

PART C ABOUT YOUR TENANCY AGREEMENT

1. Important Information

- 1.1 Please read the following information very carefully before you sign the agreement.
- 1.2 If you do not understand a part of or all of the agreement, you should ask us to explain it more fully to you. Alternatively you may wish to contact a Housing Advice Centre, a Law Centre, Citizens Advice Bureau or a Solicitor to get independent advice.
- 1.3 By signing this agreement you are agreeing to become our tenant and as such the Conditions of this agreement will become legally binding on you as a tenant and us as a landlord
- 1.4 There are three kinds of tenancy that the Council operates:
- Introductory Tenancy
 - Secure Tenancy
 - Demoted Tenancy (for former Secure Tenancies that have been ended by a Demotion Order from the court for a fixed term)
- 1.5 This agreement is for an **Introductory Tenancy**.
- 1.6 This agreement gives you the right to stay in the property as long as:
- You do not break any of the terms and conditions of the agreement
 - You live in the property as your main home
 - You have not been ordered to leave the property by the court
- 1.7 If you are joint tenants, you are both responsible, individually and together, for keeping to all of the terms and conditions of your agreement.
- 1.8 If you want to end your tenancy you must confirm this in writing to us, giving at least **four weeks notice**, before you wish to leave the property. The four weeks notice will commence from the date it has been received by us. It must give a clear four weeks notice that will begin and end on a Sunday. Your tenancy will only end after that period and all keys have been returned to us by you, before midday on the Monday immediately after your tenancy ends. If you are a joint tenant, then only one of the tenants is required to give written notice, which will have the effect of terminating the tenancy after the four week notice period.

THIS TENANCY AGREEMENT IS A LEGAL CONTRACT BETWEEN

US: Northampton Borough Council ("we", "us" or "our"), The Guildhall,
St Giles Square, Northampton, NN1 1DE

YOU:

NI No:

YOU:

NI No:

Where two tenants are named, then the term "you" applies equally to each of the joint tenants written above. Each of you individually has the full responsibilities and rights set out in this agreement.

The term "property" refers to the home let to you, including any garden, garage, shed, or outbuilding let with the home.

This Tenancy Agreement relates to the following address:

.....
.....

The introductory tenancy, which is a weekly periodic tenancy, begins on:

.....

The introductory tenancy will automatically convert to a secure tenancy on:

.....

unless you have been issued with possession proceedings by the court within 12 months of your introductory tenancy starting or served with a Notice of Extension at least 8 weeks before the introductory tenancy was due to become secure.

The weekly rent is: £.....

PLUS

Heating charge £.....

Support services charge £.....

Warden charge £.....

Caretaking charge £.....

Other charges £.....

Total Rent £.....

You have been provided with [.....] front door keys, [.....] back door keys, [.....] window lock keys, [.....] meter cupboard keys, and [.....] door entry fobs. If these are lost you are responsible for their replacement and any associated costs.

False Information

It is a term of this Tenancy Agreement that you (or anyone acting for you) must not have knowingly made a false statement or deliberately withheld relevant information from us in order to obtain this tenancy.

Amendments to Legislation

Any reference in this Tenancy Agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and any later amendment or re-enactment of it.

Rights of Third Parties

You and we agree that except in relation to Parts D and F (Succession) and (Assignment), the provisions of the Contracts (Rights of Third Parties) Act 1999, (which gives third parties certain rights to enforce contract terms, even when not a party to that contract) does not apply to this Tenancy Agreement. This means that apart from the succession and assignment provisions, none of the terms of this agreement can be enforced by any other person.

Data Protection

We may retain your personal details on our computer systems and on our housing files. The Council will use such information for the specific purposes for which it was collected and any other relevant Council purposes, which includes but is not limited to, the prevention and detection of crime, fraud relating to Council Tax, Housing Benefits and Housing.

By entering into this Tenancy Agreement you consent to us disclosing any relevant personal information to third parties such as the Police. We will not sell your personal information to any third party.

Your photograph will be taken at the commencement of your tenancy and may be used in connection with any of the aforementioned purposes.

Any such disclosure will be in accordance with the Data Protection Act 1998, which we will comply with at all times, or other relevant legislation.

You authorise the Council's Housing Benefit Section, or other relevant agency, to provide us with information we request about any claim you make in connection with your tenancy.

You have the right to inspect any personal information we hold about you and to ask us to correct any inaccurate information.

**INSERT
PHOTOGRAPH
HERE
(1)**

**INSERT
PHOTOGRAPH
HERE
(2)**

(1) Print your full names below

.....
.....
.....

(2) Print your full names below

.....
.....
.....

(1) Write your date of birth below

.....

(2) Write your date of birth below

.....

Declaration

I / We have read and fully understand the terms and conditions of this Tenancy Agreement and I / We accept them and will abide by them.

I / We confirm the above photograph(s) is / are a true likeness of myself / ourselves.

Your Signature(s):

(1)

Date:

(2)

Date:

**Our Signature:
(on behalf of Northampton Borough Council)**

.....

Date:

PART D YOUR RIGHTS

As an Introductory Tenant you have a number of rights, which are listed below:

1. The Right to Occupy

- 1.1 You have the right to live in your home/property without being disturbed by us or any other person(s) acting on our behalf as long as you keep to this agreement. However we, or someone acting on the Council's behalf, may have to enter your home to carry out essential repair and/or maintenance work. The circumstances in which we will do so are set out in Part F, paragraph 14.

2. Your Tenancy

- 2.1 Your tenancy remains introductory until the end of the 12 month trial period, which began on the date of this agreement. At the end of the trial period provided your conduct has been satisfactory and you continue to occupy the property as your main or principal home you will become a secure tenant and we will ask you to sign a new secure tenancy agreement.

3. The Right of Succession

- 3.1 If you die, you may be able to pass on your tenancy to someone else. This is known as succession. There can only be one succession to a tenancy.
- 3.2 Provided you have not succeeded to your tenancy, your tenancy can only be passed on to:
- 3.2.1 your husband, wife or civil partner, as long as they were living with you at your home at the time of your death or
 - 3.2.2 another family member as long as they lived with you in your home continuously for a period of 12 months prior to your death and this was their main or principal home.
 - 3.2.3 A family member will include parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, half brothers and sisters, stepchildren and stepbrothers and children.
- 3.3 If you have a joint tenancy the other joint tenant will take over the tenancy when you die.
- 3.4 If the person who is to take over the tenancy is under the age of 18, they will take over the tenancy on their 18th birthday. Until then the tenancy will be held on trust for that person.
- 3.5 Where the property/your home is in our opinion larger than is reasonably required or is a specialist accommodation (whether designed as such or adapted) and not required by the surviving occupier, we will consider granting a tenancy of another/suitable property/home to the surviving occupier.

4. The Right to Assign Your Tenancy

4.1 You can only transfer your tenancy to another Person in the following circumstances:

4.1.1 In pursuance of a court order made under:

4.1.1.1 Section 24 of the Matrimonial Causes Act 1973 (property adjustment orders in connection with matrimonial proceedings)

4.1.1.2 Section 17(1) of the Matrimonial and Family Proceedings Act 1984 (property adjustment orders after overseas divorce, etc), or

4.1.1.3 Paragraph 1 of Schedule 1 to the Children Act 1989 (orders for financial relief against parents).

4.1.2 To a person who would have the right to succeed if you died immediately before the assignment.

5. The Right to Repair

5.1 You have the right to have your home kept in a reasonable state of repair and are entitled to have qualifying repairs carried out at the Council's expense under the Right to Repair Scheme.

5.1.1 When you report a repair to us, we may ask to inspect your home to satisfy ourselves whether it is a qualifying repair. If it is, we will tell you how long it will take to get the repair done.

5.1.1.1 If the first contractor does not complete the qualifying repair within the set time limit you have the right to ask the Council to appoint a second contractor to carry out the repair.

5.1.1.2 If the second contractor does not complete the qualifying repair within the set time limit you will be entitled to compensation from the Council.

6. The Right to be Consulted

6.1 You have the right to be consulted about any plans we have that will significantly affect the property you live in, the service we provide or your housing situation. Such plans may be to:

- Carry out modernisation or improvement work to your home/estate
- Change a policy that affects the way we provide services to you, or
- Change the facilities or level of services we provide to you.

7. The Right to Information

- 7.1 As your landlord we hold information about you and your household in connection with your tenancy and we treat all such information as confidential.
- 7.2 The Data Protection Act 1998, gives you certain rights to see both your personal housing file and computerised records to ensure that they are correct.

8. The Right to Request a Review

- 8.1 You have the right to request a review of any decision by us to extend your tenancy or seek an order for possession of your home.
- 8.2 If you wish to request a review then this must be made within 14 days of us serving you with a Notice of Possession Proceedings.
- 8.3 We must conduct the review and notify you of the decision before the date after which possession proceedings may begin as stated on the Notice of Possession Proceedings.
- 8.4 The review will be carried out by someone who was not involved in the decision to seek possession of your property and they will be of a more senior position.
- 8.5 You have the right to seek a written review or attend a review in person, known as an oral review.

PART E OUR RESPONSIBILITIES TO YOU

1. Possession

- 1.1 We will give you the keys and possession of the property at the start of your tenancy.
- 1.2 We will not interfere with your rights to live in the property unless you fail to carry out any of your obligations set out in this agreement.

2. Your Right to Occupy

- 2.1 We will not interrupt or interfere with your right to live in your home whilst your tenancy continues unless:
 - 2.1.1 We, our agents or contractors need to come in to your home, subject to reasonable notice, for the purpose of inspection or carrying out repair works to either your home or adjoining property.
 - 2.1.2 There is an emergency such as a fire or flood.
 - 2.1.3 The tenancy has ended and we are entitled to possession.
 - 2.1.4 We believe that you have abandoned the property with no intention of returning.
 - 2.1.5 A court order has been granted allowing us access to your home.

3. Repairs

- 3.1 We will arrange to repair the structure and exterior of your property. This includes:
 - the roof, drains, gutters, sewers and external pipes (except where the drains and sewers are the responsibility of the Water Authority) window frames, flues and chimney stacks
 - any boundary fence, gate or wall that we have provided
 - any pathway or steps that we have provided, and are situated within the boundary of the property
 - any garage, shed or outbuilding we have provided which is situated within the boundary of the property, as long as it is economic to do so. We reserve the right to remove these structures when, in our view, they are beyond economic repair
- 3.2 In bedsits, flats or maisonettes we will keep in repair all entrances, halls, stairways, balconies, lifts, rubbish chutes, lighting, communal doors, intercoms, closed circuit television and other parts for common use.
- 3.3 We will arrange repair and keep in proper working order any installations in your home for the supply of water, gas and electricity and sanitation.

This includes:

- sinks, basins, baths, sanitary conveniences, water heaters, fitted fires and central heating installations
- electric wiring sockets and switches, gas pipes and water pipes

3.4 Where your property is designated as a single person accommodation we will keep in good repair any cooking appliance we rent to you with the property.

3.5 We will repair and maintain any communal aerial that remains our responsibility.

3.6 We will not accept responsibility for the following repairs:

3.6.1 condensation or its effects, unless it arises from a breach of our repairing responsibilities, or as a result of a statutory repairing obligation.

3.6.2 any fixture, fitting, installation or equipment replaced by you, is non-standard, or was fitted by a former tenant and left in your home at your request.

3.6.3 any repair or replacement needed because of damage to or neglect of your home or any common parts caused by you, anyone living with you or your visitors, except for fair wear and tear.

4. Insurance

4.1 We will insure your home (the building) and any fixtures and fittings in it, which belong to us.

4.2 We do not insure against damage caused by storms, frost or burst pipes.

4.3 You remain liable for insuring your own contents, personal belongings and any other items for which you are responsible.

4.4 We offer a Home Contents Insurance to our tenants, which you can pay for on a fortnightly, monthly or annual basis. Further details about the scheme may be obtained by telephoning the Housing Helpline.

5. Complaints

5.1 We aim to provide a quality service to our customers, however there will be occasions when things go wrong.

5.2 You have the right to complain when you are not happy with the service that you have received.

5.3 We operate a three stage complaints procedure which must be followed when a complaint is received.

5.4 We agree to consider and investigate your complaint, in line with our complaints procedure and our current service standards.

- 5.5 If we find that we are in the wrong, we will apologise promptly and do everything we can to put things right. We will also take steps to ensure that the problem is not repeated in the future.
- 5.6 If you are not satisfied with how we have dealt with your complaint after you have been through our Complaints Procedure, you may refer the matter to the Local Government Ombudsman whose address is:

Local Government Ombudsman
PO Box 4771
Coventry
CV4 0EH

6. Customer Care

- 6.1 All of our employees follow a customer code and are expected to respect our customers and value their opinion.
- 6.2 We aim to deliver high quality services in a fair and equal way to all sections of the community.
- 6.3 We are committed to ensuring that everyone is fairly and equally treated, irrespective of race, gender, religion, colour, creed, sexuality, disability or any other determining aspect of their lives.
- 6.4 We pledge to continuously monitor and improve our services and work with you to bring about those improvements.

PART F YOUR RESPONSIBILITIES TO US

1. Occupying Your Home

- 1.1 Unless you are already occupying your home, you will move into it at the start of your tenancy.
- 1.2 You must occupy the property as your only or main home.
- 1.3 If you live in Sheltered Housing and receive support from a Sheltered Housing Coordinator, you must notify either them or Call Care Services, if you are going to be away from your home overnight.
- 1.4 If you are away from the property for more than four weeks, you must inform us and provide either your contact details, or those of another person whom we may contact in an emergency, and make sure your home is safe and secure before you leave.
- 1.5 If you fail to inform us that you are going to be away from your home and the property is unoccupied for more than four weeks, we will assume that you have abandoned the property and may take action to end your tenancy.

2. Rent and Other Household Expenses

- 2.1 You must promptly pay the total amount of your rent shown on page 6 of this tenancy agreement, or such other sum as notified to you by us. The total amount you must pay may include certain other payments or charges for additional services.
- 2.2 The rent must be paid weekly in advance on the Monday of each week.
- 2.3 You are responsible for all other bills that you receive in relation to your home, which could include but is not limited to, charges for water, gas, electricity, Council Tax or other taxes.
- 2.4 If you are a joint tenant you are responsible, individually and collectively, for the payment of rent and all other charges. This means that if the other joint tenant does not pay the rent and other charges, or leaves, then you remain responsible for paying the rent and other charges, plus any arrears that are outstanding.
- 2.5 You can pay your rent in various different ways using one of the approved methods of payment, which are illustrated in the Tenant Handbook.
- 2.6 You must not withhold any rent or other charges that you are liable for because you are in dispute with us, unless you have followed the correct legal procedures. If you do not follow these procedures, we can apply to court to make you and anyone living with you leave the property.
- 2.7 If you have rent arrears this may affect your eligibility to transfer to alternative accommodation.

- 2.8 If you owe us money for rent or other charges when you leave the property, you must make arrangements with us to repay the debt. If you fail to do this, it may affect your chances of being rehoused by us in the future.
- 2.9 We may change your rent or other charges at any time. When we do this, we will write to you to let you know the new amount you must pay at least four weeks before the change becomes effective.
- 2.10 If you do not pay the rent or other charges due, we may go to court and obtain an order against you, which could lead to you losing your home.
- 2.11 If you are having difficulty in paying your rent or other charges, you must contact us so that we may offer you advice or refer you to someone that can help you.
- 2.12 If we temporarily move you from your home to another property, you remain liable for payment of the rent or other charges at your normal home.

3. Housing Benefit

- 3.1 If you receive Housing Benefit, you must tell us immediately if there is a change in your circumstances. This includes, but is not limited to:
- if you or another member of your household starts work
 - if you or another member of your household has a change to their income
 - if someone moves in or out of your home
- 3.2 You must move into your home when your tenancy starts, or else you may lose your entitlement to receive Housing Benefit.
- 3.3 You must provide all of the information and documents upon request, and within the specified time, in relation to your application for Housing Benefit.
- 3.4 You must not knowingly make a fraudulent claim for Housing Benefit.
- 3.5 You must repay any overpayment of Housing Benefit.
- 3.6 You remain responsible for checking that your Housing Benefit claim is processed in a timely manner and maintaining rent payments during that time.

4. Use of Your Home

- 4.1 You agree to use your home as a single private residence for occupation by you personally.
- 4.2 You must not use your home or any part of it for a business without our written permission. Permission will not be granted where it would result in breaking planning regulations or cause nuisance or annoyance to neighbours or anyone in the local area.
- 4.3 If we grant you permission and your business causes a nuisance or annoyance to your neighbours, or damages your home, then we will withdraw

our permission and you will have to immediately stop using your home for business.

5. Subletting your home

5.1 You may not sublet part or all of your home.

6. Lodgers

6.1 You may not take in lodgers.

7. Overcrowding

7.1 Whilst you may take in lodgers and/or sublet part of your property/home you must not allow your home to become overcrowded.

8. Assigning Your Tenancy

8.1 You must not transfer your tenancy to another person otherwise than as set out in Part D, Section 4 of this agreement.

9. Looking After Your Home

9.1 General

9.1.1 It is your responsibility to ensure that you, other members of your household, guests and visitors act in a reasonable and responsible manner at all times in respect of the use of your property, the common parts and the locality.

9.1.2 You must make all reasonable effort to heat and ventilate your home by the suitable means provided and to protect the property against condensation.

9.1.3 You must make sure that you take adequate and reasonable precautions to prevent fire in your home, which includes checking the smoke detector (if provided) and replacing batteries when required. We will charge you for any costs that we have to meet as a result of a fire, if you or anyone living at, or visiting your home cause this deliberately or as a result of neglect.

9.2 Repairs

9.2.1 You must keep your home and any fixtures and fittings provided by us in good repair and condition and must not take any of the fixtures and fittings away from the property.

9.2.2 You must tell us as soon as possible about any repair that is needed in your home.

9.2.3 You are responsible for arranging the repair, renewal or replacement of any items that are damaged by you, other members of your household, guests or visitors due to a deliberate act, neglect or misuse.

9.3 Cleaning and Tidying

- 9.3.1 You must not damage, deface, litter, dirty or obstruct any common parts to the premises or its surroundings in any way, or allow any pets to foul in these areas.
- 9.3.2 You must keep your home clean and tidy.
- 9.3.3 If you share common areas such as landings, hallways, staircases, balconies and lobbies, you must keep these clean at all times unless you already receive this service from us.
- 9.3.4 You must not do anything that attracts or is likely to attract vermin, insects and pests to your home, or causes or is likely to cause a health and safety risk to you or other tenants.
- 9.3.5 If your home has a chimney, you must ensure that it is swept as often as necessary, which should be at least once a year if you use an open fire.

9.4 Decoration

- 9.4.1 You must keep the inside and outside of your home including the internal decoration in a reasonable condition at all times.
- 9.4.2 If you are provided with a decoration pack you must use the materials for your home, notify us once you have completed the decoration, and allow us to inspect the work. You will be charged for the cost of any missing materials that have not been used for the purpose of decoration.

9.5 Frost Damage and Burst Pipes

- 9.5.1 You must take all reasonable steps to prevent frozen and burst pipes in your property. If you fail to do this we may charge you the cost for any work that we have to do.

9.6 Appliances

- 9.6.1 You are responsible for the upkeep and proper installation of any independently connected domestic appliances, which installation must be undertaken by a suitably qualified person.

9.7 Loss of Keys or Fobs

- 9.7.1 You must replace any lost or stolen keys to doors or windows to your home, common areas or utility cupboards. If you fail to do this we may charge you for the cost of replacing the keys.
- 9.7.2 You must pay for the replacement of any lost or stolen door entry access fobs or keys, or any keys for parking barriers.

9.8 Motors

- 9.8.1 You must not keep any petrol or diesel driven motor in any part of the property or common parts.

9.9 Combustible Liquids/Gas

- 9.9.1 You must not keep any dangerous or inflammable liquids or materials in the property or common parts that could harm other people, catch fire or explode. In particular you must not use bottled gas, paraffin, petrol, diesel or anything else that may be dangerous or a fire risk in the property or common area.

9.10 Smoking

- 9.10.1 If you live in a bedsit, flat or maisonette within a block, you must not smoke in any of the communal areas.

10. Looking After Your Own or Shared Garden

- 10.1 You must keep your garden and any garden you may share in a clean and tidy condition including cutting the grass regularly, trimming the hedges and bushes and pruning the trees.
- 10.2 You are responsible for the maintenance of the trees in your garden. If we have to undertake work to any of your trees, then we may charge you the cost of the work.
- 10.3 You must keep your garden or any garden that you share free from rubbish, refuse, household items, building materials, rubble, excessive weed growth or items of a scrap or unsightly nature.
- 10.4 You must not allow any hedge, shrub or tree in your garden to overhang pavements, communal areas or a neighbouring garden, or in any other way be a nuisance or hazard to other tenants or neighbours.
- 10.5 You must not plant leylandi or any other fast growing tree or shrub in the garden without our written permission.
- 10.6 You must not remove or destroy any bushes, hedges or trees without getting our written permission.
- 10.7 You must keep any shed, garage or other outbuilding that we let to you in good repair and condition and report any repair that may become necessary.
- 10.8 You must not remove, alter or replace any fencing or boundary without getting our written permission.
- 10.9 You must not erect any fencing, shrubs or other object to your boundary, if your property is designated as one being within an open plan area.

11. Rubbish and Refuse

- 11.1 You must not allow rubbish to accumulate inside or outside of your home, except for placing it in the correct bags or bins where provided. If you have a

shared refuse facility, you must ensure your refuse is correctly, safely and neatly deposited there.

- 11.2 If you share any common areas such as hallways, landings, staircases, balconies, lobbies and pathways, you must keep these clean, tidy and free from refuse and obstruction.
- 11.3 You must ensure that you dispose of all rubbish and refuse securely, safely and hygienically.
- 11.4 You are responsible for your rubbish until it is collected by us and must ensure that it is securely and hygienically stored.
- 11.5 You must not place your rubbish out until the day it is due for collection by us.
- 11.6 You must place your rubbish in the bags or bins provided by us.
- 11.7 You must put recycling materials in the recycling boxes that we provide.
- 11.8 You must not create an accumulation of rubbish in the street, in a garage area or on any other land within the immediate vicinity.
- 11.9 You must not dispose of any other material that we do not normally collect for free in the rubbish bags or bins or recycling boxes.

12. Insurance

- 12.1 You are responsible for having adequate contents insurance to cover your possessions and belongings against loss, or wilful, malicious, criminal or accidental damage. We are only responsible for insuring the structure and exterior of your home.

13. Landlord's Right of Access

- 13.1 You must allow us, our agents, contractors or workmen acting on our behalf to enter the property at reasonable times, after we have given you a minimum of 24 hours for the purposes of:
 - inspecting the condition of your home
 - carrying out repairs, which are the Landlord's responsibility
 - cleaning
 - disinfestations
 - improvements
 - alterations or other works to your home or adjoining property
 - carrying out a gas safety inspection
- 13.2 If an emergency arises where we believe that there is an immediate risk to any person or property, we have the right to enter your home using reasonable force, if necessary, and to carry out any work to your home, your neighbours home or to any communal parts near to your home.
- 13.3 If an emergency was caused by something that you or another member of your household, guest or visitor to the property did or failed to do, then we will recover the cost of any necessary work and associated fees from you.

- 13.4 If you fail to allow us entry into your property after we have given you reasonable notice or in an emergency, we may take court action against you to gain access.

14. Violence

- 14.1 You, other members of your household, guests or visitors to your property, must not commit any acts of violence or threaten violence towards anybody residing, visiting or working in the neighbourhood. This includes towards any of our employees, agents or contractors.
- 14.2 You, other members of your household, guests or visitors, must not encourage anyone else to engage in acts of violence or threaten violence towards anybody residing, visiting, working or otherwise engaging in any lawful activity in the neighbourhood. This includes towards any of our employees, agents or contractors.

15. Domestic Violence

- 15.1 You must not, or encourage anyone else to mentally, sexually or emotionally assault, harass, threaten or abuse, your husband or wife, partner or civil partner, other family member, former husband or wife or former partner or civil partner.
- 15.2 If you commit or threaten domestic violence we may take legal action to evict you.

16. Nuisance and Anti-Social Behaviour

- 16.1 You, other members of your household, guests or visitors must not do anything, or incite others to do anything, which causes or is likely to cause a nuisance, annoyance, harassment, alarm or distress to anyone residing, visiting, working or otherwise engaging in any lawful activity in the neighbourhood of your home, whether they live there or not.
- 16.2 Conduct which amounts to nuisance and anti-social behaviour includes, but is not limited to:
- a) Playing a radio, television, other amplified equipment, musical instrument or music loudly.
 - b) Shouting, arguing, screaming, using foul and abusive language, banging on walls or ceilings and slamming doors.
 - c) Using power tools or household appliances at inappropriate or unreasonable times.
 - d) Verbal abuse.
 - e) Persistent dog barking or fouling.
 - f) Offensive drunkenness.
 - g) Making offensive or indecent gestures and actions.
 - h) Dumping rubbish on the property or the neighbourhood of your home.
 - i) Misuse of communal areas.
 - j) Propping open of communal doors.
 - k) Playing ball games close to someone else's property.
 - l) Not keeping your pets under control.
 - m) Failing to cut, trim or prune any grass, bushes, shrubs or trees in your garden.

- n) Feeding or attracting wild animals to the property.
- o) Carrying out major car or vehicle repairs in or near your property.
- p) Adopting an abusive, aggressive, intimidating or threatening manner toward anybody residing, visiting or working in the neighbourhood of your home, or when dealing with any of our employees, agents or contractors acting on our behalf in the pursuit of their lawful duties and business.
- q) Skateboarding, roller-skating or cycling on paths, balconies and communal areas.
- r) Riding motorcycles on pavements and in other inappropriate locations in the neighbourhood.
- s) Criminal damage.
- t) Malicious damage of Fire Call Points.

17. Harassment

17.1 You, other members of your household, guests or visitors must not do anything, or incite others to do anything, on the property or in its locality, towards anybody residing, visiting, working or otherwise engaging in any lawful activity in the neighbourhood of your home which could amount to harassment, discrimination or victimisation, for any of the following reasons:

- a) Because of their race
- b) Because of their age
- c) Because of their colour
- d) Because of their nationality
- e) Because of their ethnic or national origins
- f) Because of their gender
- g) Because of their religion
- h) Because of their sexuality
- i) Because of their disability
- j) Because of their mental or physical impairment
- k) Because of their actual or perceived HIV status
- l) Because of any other reason

17.2 You, other members of your household, guests or visitors must not do anything that amounts to harassment of your neighbours, their visitors, our employees, agents and contractors acting on our behalf

17.3 Harassment can include, but is not limited to the following:

- a) Violence or threats of violence towards anybody.
- b) Using abusive or insulting words, gestures or behaviour.
- c) Damage or threats of damage to someone else's home, property or possessions.
- d) Writing threatening, abusive derogatory or insulting letters or graffiti.
- e) Doing anything that interferes with the peace, comfort or convenience of others.
- f) Making false or malicious complaints or statements about any person or people visiting or engaged in lawful activity in the locality of the property.
- g) Displaying any sign, notice or advert that is obscene, offensive, indecent or pornographic.

18. Illegal activities

- 18.1 You must ensure that neither you, another member of your household, guest or visitor to the property uses your home for any criminal, illegal or immoral purpose. This includes, but is not limited to the following:
- a) The receiving, handling, possession or storing of stolen goods.
 - b) Prostitution.
 - c) The supplying, possession or cultivation of any illegal drugs or prohibited substances.
 - d) The possession or supplying of any illegal firearms or weapons.
 - e) The harbouring of someone not lawfully entitled to be resident in the United Kingdom.
 - f) The manufacture or possession of explosives.
 - g) The production or supply of pornographic material.
 - h) The imprisonment of another person.

19. Weapons

- 19.1 You must not keep any offensive weapons, or projectile firing weapons such as firearms, shotguns or crossbows in the property without possessing the relevant legal permits.

20. Pets

- 20.1 You must not keep anything other than the usual domestic pets in your home. A usual domestic pet is considered to be a dog, cat, small caged birds or animals, small amphibians, reptiles or fish provided they are kept in suitable tanks or containers in your home.
- 20.2 If you live in a house or a bungalow, you may keep up to two dogs provided you obtain our written permission.
- 20.3 If you live in a flat, bedsit or maisonette, you must not keep a dog unless we have given you written permission that you may do so because of special circumstances.
- 20.4 If you live in a flat or bedsit above the ground floor, or in a maisonette that does not have a shared garden, you may not keep a dog unless we have given you written permission to do so due to special circumstances.
- 20.5 If you keep a dog it must wear a suitable identity tag, and be kept on a leash at all times when it is walked in a residential area.
- 20.6 You must not allow any animal to foul in your property, communal gardens or the neighbourhood.
- 20.7 You must ensure that domestic and hygienic standards are maintained at the property at all times.
- 20.8 Any animal that is kept at your home, whether it is yours or not, remains your responsibility.
- 20.9 You agree to keep under control any animals kept at your home.

- 20.10 You must ensure that any pet or animal in your home does not cause a health hazard, damage to the property or a nuisance and annoyance to neighbours, or other people in the locality.
- 20.11 You must not keep any animal or creature defined in the Dangerous Wild Animals Act 1976, the Wildlife and Countryside Act 1981, or the Dangerous Dogs Act 1991, or any other dangerous or venomous animal, reptile or insect.
- 20.12 You must not keep any animals, reptiles and insects for breeding purposes.
- 20.13 You may not keep any livestock at the property.
- 20.14 You may keep up to two cats.
- 20.15 You may not erect any external structures such as aviaries, pigeon lofts or ponds without obtaining our written permission.
- 20.16 If we give you permission for the keeping of an animal, it lasts for the lifetime of that animal, but may be withdrawn with reasonable ground.

21. Reporting Defects and Disrepair

- 21.1 You must report to us promptly any defects and disrepair in your property or common parts for which we are responsible.
- 21.2 You must notify us immediately of any stoppages or defects in the drains, burst pipes, damage to sanitary conveniences, structural, electrical, plumbing or gas defects.

22. Alterations

- 22.1 You must not make any alterations whatsoever to the property.

23. Damage

- 23.1 You agree not to cause or to allow other members of your household, guests or visitors to your home to cause any damage to the property, its fixtures and fittings or common parts.
- 23.2 You agree not to allow the property to deteriorate due to waste and neglect, either by yourself, other members of your household, visitors or guests to your home.
- 23.3 You must ensure that you, other members of your household, guests or visitors to your home do not deliberately set fire to the property or common parts, cause criminal damage to the property or common parts, or deliberately flood the property.

24. Emergency Repair Service

- 24.1 You, other members of your household, guests or visitors to your home must not abuse our Emergency Repairs Service by reporting repairs that are not of

an emergency nature. Repairs that are considered an emergency are as follows:

- a) Gas leaks
- b) Major leaks to water systems or roofs
- c) Total failure of electrical power and/or lights.
- d) Blocked drains or toilets
- e) Blocked sink waste pipes in high rise flats
- f) No heat in a property occupied by an elderly person
- g) Toilet not working where there is only one in the property
- h) Repairs to doors or windows where property or building security is affected
- i) Faulty cooker points
- j) Dangerous electrical fittings
- k) Gale or storm damage causing danger to life and property
- l) Overflow running continuously
- m) Emergency repairs to make the property safe eg Boarding up windows, tightening loose handrails, lock repairs or renewals, covering up exposed manholes or gulley grids

25. Recharge of Incurred Costs

25.1 You will be responsible for paying us, any costs that we have incurred as a result of any of the following:

- a) Carrying out repairs or decorations, which are your responsibility which we have done due to your failure to do so.
- b) Making good any damage caused by you, another member of your household, guest or visitor to the property.
- c) Responding to unjustified emergency repair callouts made by you, another member of your household, guest or visitor to the property.
- d) Any work relating to access to your property, planned or emergency.
- e) Any legal proceedings initiated.
- f) Waste and neglect by you, another member of your household, guest or visitor to your property.
- g) Acts of negligence, wilful or malicious damage by you, another member of your household, guest or visitor to the property.
- h) Any work required to common parts or neighbours properties as a consequence of acts of negligence, wilful or malicious damage by you, another member of your household, guest or visitor to you property.
- i) Misuse of a decoration pack.
- j) Any damage, waste or neglect when your tenancy ends.
- k) Theft or damage of any of our fixtures and fittings of the property or common parts.
- l) Any storage of personal belongings and effects.
- m) Any work to make the property secure due to an act or omission by you, another member of your household, guest or visitor to the property, or by another third party.

26. Temporary Accommodation

26.1 You will be required to move out of the property if any major defect or repair is identified by us and the necessary work cannot be undertaken while you remain in occupation.

- 26.2 If we offer you another property that you can temporarily occupy whilst the necessary works are completed to your property, you will remain liable for complying with all obligations at your property including the payment of rent.
- 26.3 If you are entitled to receive Housing Benefit, you must advise the Revenue and Benefits Department of your temporary address and when you return to your property.
- 26.4 You must ensure that you maintain the temporary home to the same decorative and repair standard as when you moved in and must pay us any costs for repairs we have to carry out if this is not the case.
- 26.5 If you fail to comply with your agreement, we may take legal action for possession of the main property and your temporary home.
- 26.6 You must return to your property once all necessary work has been completed.

27. Going to Prison

- 27.1 If you are held on remand or sentenced and go to prison, you must notify us immediately.
- 27.2 If you are sent to prison, you remain liable for complying with the terms and conditions within this agreement and could end up losing your home if you fail to do so.

28. Roadways, Vehicles and Car Parking

- 28.1 You agree to the following:
- a) Not to park on the property except in a garage, on a driveway or hardstanding having a proper approved access with dropped kerbs.
 - b) Not to park on any grassed verge, footpath, other landscaped area or amenity area, or to allow other members of your household, guests or visitors to do so.
 - c) Not to park any large vehicle (commercial or otherwise), caravan, motorhome, boat or trailer on the property without our written consent.
 - d) Not to park any large vehicle (commercial or otherwise), caravan, motorhome, boat or trailer, to park on any land owned by us, including car parking bays.
 - e) Not to cause an obstruction on the highway, block access to any other property or any car parking facility.
 - f) Not to allow any untaxed, unroadworthy or stolen vehicle to be parked on the property, or on any communal areas or car parking bays.

29. Repair of Vehicles

- 29.1 You must not carry out repairs to any motor vehicle at the property.

30. Signs and Advertising

- 30.1 You agree not to place any signs, literature or hoardings on the property or common parts.

31. Ending Your Tenancy

- 31.1 You agree to give us four weeks notice in writing ending on a Monday if you wish to end your tenancy. If you are a joint tenant, then notice given by either of you will end the tenancy for both of you. A standard Form of Notice, which can be used is on page 33 of this agreement.
- 31.2 You must continue to pay rent until the tenancy has ended.
- 31.3 You must make sure you redirect all your mail to your new address at the end of your tenancy.
- 31.4 You must ensure that all utility services are paid up to date.
- 31.5 You must allow us to inspect your home and/or show potential tenants around, provided we have given you reasonable notice, before the end of the four week notice period.
- 31.6 We can only end your tenancy by obtaining a court order, or by serving you with four weeks notice ending on a Monday, if you no longer occupy the property as your only or principal home, or if you have sublet or parted with possession of the whole of the property.

32. Moving Out

- 32.1 When you move out of the property you must do the following:
 - a) Give us vacant possession
 - b) Return all keys and fobs to the property and common parts
 - c) Remove all furniture and personal possessions
 - d) Remove all rubbish and refuse from the property, internally and externally
 - e) Ensure that the property is left in good repair, good decorative order and hygienic
 - f) Ensure that all gardens to include grass, bushes, hedges and shrubs are trimmed and cultivated as appropriate
- 32.2 We will not accept responsibility for anything you leave at the property at the end of your tenancy and we will charge you for the cost of having to clear the property, the garden or common parts, or do any works that are your responsibility or dispose or store any of items left at the property at the end of your tenancy.
- 32.3 We reserve the right to dispose of any items, goods or personal possessions left at the property without any liability to you or any third party.

33. Variation of Tenancy

- 33.1 We may vary the amount of rent or other charges payable under the tenancy by giving you at least four weeks prior written notice.
- 33.2 We may vary the other conditions of the tenancy by serving a minimum of four weeks prior written notice of the variation. Before doing this, we must first invite your comments on the proposed change and take any comments you do make into consideration.

34. Landlord's Address for Service of Notices

- 34.1 We hereby give you notice in accordance with Section 48 (1) of the Landlord and Tenant Act 1987, that the address at which written notices (including notices in proceedings) or other correspondence about this agreement should be served on us is:

Northampton Borough Council
The Guildhall
St Giles Square
Northampton
NN1 1DE

or by email to tenancymanagement@northampton.gov.uk

- 34.2 Any notice to be served on you may (in addition to any other methods permitted by law) be served by:
- a) Handing it to you or anyone else on the property.
 - b) By leaving it or sending it by ordinary prepaid post or registered post to your last known address that is different from the property.
 - c) Whether or not you or anyone else occupies the property, by leaving it or sending it by ordinary prepaid post or registered post to the property.
- 34.3 If you are a joint tenant, then a notice served upon one of you will be treated as served on both of you.

PART G HOW WE MAY END YOUR TENANCY

1. How Your Tenancy Can be Extended or Ended

- 1.1 As long as you continue to occupy your home as your only or principal home you will remain an introductory tenant until the end of the 12 month trial period unless your tenancy is extended.
- 1.2 We can only end your tenancy by obtaining an order for possession of your home from the court on one of the grounds listed in Schedule 2 of the Housing Act 1985 (as amended by the Housing Act 1996).
- 1.3 We will serve you with a Notice of Possession Proceedings as prescribed in the Housing Act 1996, Section 128 before commencing possession proceedings.
- 1.4 We may extend your introductory tenancy if your conduct during the 12 month trial period has not been satisfactory. We will serve you with a Notice of Extension of Trial Period as prescribed in the Housing Act 1996, Section 125A giving you at least 8 weeks notice of our intention to do so.
- 1.5 If we serve you with a Notice of Possession Proceedings or a Notice of Extension of Trial Period you have the right to seek a review of our decision.
- 1.6 We will normally give you at least four weeks notice of our intention to seek a possession order unless it is just and equitable to dispense the requirement of a notice.

2. Ending Your Introductory Tenancy

- 2.1 Your tenancy may stop being an introductory tenancy if, for example, you stop living in your home as your only or principal home.
- 2.2 If your tenancy stops being an introductory tenancy, we may end it by giving you four weeks notice in writing, ending the tenancy on a Monday.
- 2.3 We may enter the property once your tenancy has ended, or before that period of time if it is found to be insecure and you appear to have abandoned the property.

3. Injunction

- 3.1 We reserve the right to seek injunctions to require you to comply with, or to stop you breaching your obligations under this agreement. This may be in addition to or as an alternative to any possession proceedings, under the grounds listed in Schedule 2 of the Housing Act 1985 (as amended by the Housing Act 1996). We may also claim damages and costs arising from any breach by you.

4. Anti-Social Behaviour Order (ASBO)

- 4.1 We reserve the right to apply to court for an Anti-Social Behaviour Order against you, another member of your household, guest or visitor to your property, who has behaved in a way that is likely to have caused harassment, alarm or distress to person(s) outside your household.

5. Parenting Order

- 5.1 We reserve the right to apply to court for a Parenting Order against you, if you are the parent of a child or young person and we believe that the child or young person has engaged in anti-social behaviour, and resides or appears to reside with you.

TENANT'S NOTICE TO QUIT

BY HAND / OR FIRST CLASS POST* (* delete as appropriate) **TO:**

The Head of Landlord Services
Northampton Borough Council
The Guildhall
St Giles Square
Northampton
NN1 1DE

I (print name)

am the sole / joint tenant of the premises known as

..... **Northampton**

which I hold with (print name of other joint tenant if applicable)

.....

I / **we** give the Council at least four clear rental weeks notice from the date you receive this notice of **my / our** intention to terminate the said tenancy in accordance with Clauses 29.1 of **my / our** tenancy agreement on Monday the day of 20 (ending on a Monday, being at least the 5th CLEAR Monday AFTER the date of this Notice) or the day on which a complete period of the tenancy expires next being four weeks from the service of this Notice

I / **we** will be able to give vacant possession and will return the keys to **my / our** area Housing Officer on

I / **we** will not be able to give vacant possession (give reason and details of those people left in the property)

.....

.....

Signature 1 (print name)

Signature 1 (print name)

Dated

USEFUL TELEPHONE NUMBERS

HOUSING ENQUIRIES

For more information regarding your rights as a tenant
please contact the Housing Helpline on:

0845 3300637

EMERGENCY REPAIRS

If you wish to report an emergency repair
please telephone:

01604 837999

DOMESTIC VIOLENCE

If you have been a victim of Domestic Violence
please telephone:

Domestic Violence Helpline – 0808 2000 247

or

The Sunflower Centre – 01604 233684

HOUSING ADVICE

For more information regarding your rights as a tenant
please contact Northampton and District Citizen Advice Bureau on:

0844 855 2122



NORTHAMPTON
BOROUGH COUNCIL

A large, stylized white house icon is centered in the background, behind the title. It has a simple roofline and a chimney on the left side.

TENANCY AGREEMENT

TENANCY AGREEMENT

This is your tenancy agreement. It sets out your obligations as a tenant and the Council's obligations as your Landlord. It is a legally binding agreement and if either side breaks the rules it lays down, the other party is entitled to take legal action to enforce it.

You should be aware that if you break this agreement you could lose your home. Please keep this document in a safe place.

If you need help translating this agreement please contact the Housing Helpline on 0845 3300637 or tick the box and take it to your nearest Housing Office.

這是你的租賃合約，它闡明身為租戶的你的責任及作為業主的區政府的義務，本合約受法定約束，如果任何一方違約，另一方均有權採取法律行動強制執行。

你應明白到，如果你違反合約，你將會失去你的住宅。請小心存放本文件。

如果你需要幫助翻譯本合約，請致電 0845 3300637

聯絡房屋求助熱線，或在方格內劃勾然後交到與你就近的房屋辦事處。

☐

Dukumiintigaani waa heshiiskaagii kirada. Wuxuu faahfaahinayaa waajibaadka adiga oo kireyste ah ku saaran iyo waajibaadka saaran Dawladda Hoose oo milkiilaha gurigaaga ah. Waa heshiis qaanuun ahaan ay hirgelintiisu waajib tahay, haddii midkiin uu jabiyo xeer ka mid ah xeerarka heshiiska ku qoran, midka kale wuxuu xaq u leeyahay inuu qaado tallaabo sharci ah oo xeerkaas lagu dhaqangelinayo.

Waa inaad ogaataa in haddii aad heshiisqaan jabisid ay keeni karto inaad gurigaaga weydid. Waxaa lagaa codsanayaa inaad dukumiintiga meel haboon dhigatid.

Haddii aad u baahatid in heshiisqaan lagu turjumo fadlan la xiriir Khadka Gargaarka ee Guryaha oo ah 0845 3300637 ama calaamadi godkaan oo ula tag xafiiska guryaha ee kuugu dhow.

☐

এইটি আপনার ভাড়ার চুক্তিপত্র(Tenancy Agreement)। এতে ভাড়াটিয়া হিসাবে আপনার বিভিন্ন আইনগত দায়দায়িত্ব এবং বাড়ীওয়ালার হিসাবে কাউন্সিলের বিভিন্ন আইনগত দায়দায়িত্বগুলো বর্ণিত আছে। এইটি আইনে বাধ্যবাধকতামূলক একটি চুক্তি এবং এতে বর্ণিত নিয়মকানুনগুলো কোন পক্ষ ভঙ্গ করলে তা কার্যকরী করতে অপর পক্ষের আইনানুগ ব্যবস্থা গ্রহণ করার অধিকার রয়েছে।

আপনার জেনে রাখা দরকার যে আপনি যদি এই চুক্তি ভঙ্গ করেন তবে আপনি হয়তো আপনার ঘর হারাতে পারেন। অনুগ্রহ করে এই দলিলটি নিরাপদ স্থানে রাখুন।

এই চুক্তিপত্রের অনুবাদের জন্য যদি আপনার সাহায্যের প্রয়োজন হয় তবে অনুগ্রহ করে হাউজিং হেল্পলাইনের 0845 3300637 এই নম্বরে যোগাযোগ করুন অথবা বাক্সটিতে টিকচিহ্ন দিয়ে আপনার নিকটস্থ হাউজিং অফিসে নিয়ে যান।

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Kjo është marrëveshja e qiramarrjes suaj. Ajo përcakton detyrimet tuaj si qiramarrës dhe detyrimet e Këshillit (Council) si Qiradhënësi juaj. Kjo është një marrëveshje e detyrueshme ligjore, dhe nëse njëra nga palët shkel rregullat e përcaktuara në këtë marrëveshje, atëherë pala tjetër ka të drejtë ta hedhë atë në gjyq për zbatimin e kësaj marrëveshje.

Duhet të dini që mund të humbisni shtëpinë tuaj, nëse e shkelni këtë marrëveshje. Ju lutemi, mbajeni këtë dokument në një vend të sigurtë.

Nëse keni nevojë për ndihmë me përkthimin e kësaj marrëveshje, ju lutemi të kontaktoni Linjën Telefonike të Strehimit (Housing Helpline), në numrin 0845 3300637, ose vini një shenjë në kuti dhe dërgojeni në zyrën tuaj të strehimit më të afërt.

ਇਹ ਤੁਹਾਡੀ ਕਿਰਾਏਦਾਰੀ ਦਾ ਇਕਰਾਰਨਾਮਾ ਹੈ। ਇਸ ਵਿਚ ਇਕ ਕਿਰਾਏਦਾਰ ਵਜੋਂ ਤੁਹਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਅਤੇ ਮਕਾਨ ਮਾਲਕ ਵਜੋਂ ਕੌਂਸਲ ਦੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਦਰਜ ਹਨ। ਇਹ ਇਕ ਕਾਨੂੰਨੀ ਇਕਰਾਰਨਾਮਾ ਹੈ, ਅਤੇ ਦੋਵੇਂ ਧਿਰਾਂ ਇਸਦੀਆਂ ਪਾਬੰਦ ਹਨ। ਜੇ ਦੋਹਾਂ ਵਿਚੋਂ ਕੋਈ ਇਕ ਧਿਰ ਇਸ ਵਿਚ ਨਿਰਧਾਰਤ ਕੀਤੇ ਗਏ ਨਿਯਮਾਂ ਨੂੰ ਤੋੜਦੀ ਹੈ ਤਾਂ ਦੂਜੀ ਧਿਰ ਇਨ੍ਹਾਂ ਨੂੰ ਲਾਗੂ ਕਰਵਾਉਣ ਲਈ ਕਾਨੂੰਨੀ ਕਾਰਵਾਈ ਕਰ ਸਕਦੀ ਹੈ।

ਤੁਹਾਨੂੰ ਪਤਾ ਹੋਣਾ ਚਾਹੀਦਾ ਹੈ ਕਿ ਜੇ ਤੁਸੀਂ ਇਸ ਇਕਰਾਰਨਾਮੇ ਨੂੰ ਭੰਗ ਕਰਦੇ ਹੋ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲੋਂ ਘਰ ਖੁਸ਼ ਸਕਦਾ ਹੈ। ਕਿਰਪਾ ਕਰਕੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਨੂੰ ਇਕ ਸੁਰੱਖਿਅਤ ਥਾਂ 'ਤੇ ਰੱਖੋ।

ਜੇ ਤੁਹਾਨੂੰ ਇਸ ਇਕਰਾਰਨਾਮੇ ਦੇ ਅਨੁਵਾਦ ਲਈ ਸਹਾਇਤਾ ਚਾਹੀਦੀ ਹੈ, ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਹਾਉਸਿੰਗ ਹੈਲਪਲਾਈਨ (Housing Helpline) ਨੂੰ 0845 3300637 'ਤੇ ਫ਼ੋਨ ਕਰੋ ਜਾਂ ਬਾਕਸ 'ਤੇ ਟਿਕ (✓) ਕਰਕੇ ਇਸ ਨੂੰ ਆਪਣੇ ਸਭ ਤੋਂ ਨਜ਼ਦੀਕੀ ਹਾਉਸਿੰਗ ਦਫ਼ਤਰ ਵਿਚ ਲੈ ਜਾਉ।

THIS AGREEMENT is made between NORTHAMPTON BOROUGH COUNCIL (“The Council”) and you,

.....
.....
.....(full name(s) of tenant(s))

for a weekly tenancy of

.....(address)

Starting on (commencement date)

at a rent of £

plus, heating £

Warden charges £

Other charges £

Total rent £ per week. This may be subject to change.
.....

SIGNED: (Tenant)

SIGNED: (Tenant)

SIGNED on behalf of Northampton Borough Council

Full Name: Designation:

Date:

IN THE COUNCIL’S OPINION YOUR TENANCY WILL BE:-

AN INTRODUCTORY TENANCY FOR A TRIAL PERIOD

A SECURE TENANCY FROM THE BEGINNING

(Delete as appropriate)

SECURE OR INTRODUCTORY TENANCY

The Council operate an introductory tenancy regime under the Housing Act 1996. This means that most new tenants of the Council will not have full security of tenure until the end of a trial period of 12 months.

During this time the tenancy will be an introductory tenancy. At the end of the trial period the tenancy will automatically become a secure tenancy, unless before the end of the trial period the Council have begun Court proceedings for possession.

Sometimes however, new tenancies will be secure tenancies from the start. This is the case where existing secure tenants (or assured tenants of a registered social landlord) transfer or exchange to another property (whether or not the landlord is the same for both properties).

Persons succeeding to a secure tenancy following a death also are secure tenants from the beginning.

SOME EXPLANATIONS

1. If more than one person is named as the Tenant then you will hold the tenancy jointly. You will have equal responsibility, both together and as individuals, for the payment of the whole rent and for keeping these conditions of tenancy.
2. The term “the Property” refers to the home let to you including any garden, garage, shed or outbuilding let with the home. However, it does not include a garage let to you at a separate rent. **That would be subject to a separate license agreement.**
3. In addition to what is in this Agreement, there are rules affecting your position as a tenant contained in the Housing Acts and other national laws. These cover several important rights and you will find more information about them in your Tenant’s Handbook. The rights vary depending upon whether the tenancy is a secure tenancy or an introductory tenancy.

YOUR DUTIES AS A TENANT

Rent

4. You must pay the rent promptly. The rent is due on a Monday and is payable fortnightly in advance. The times you should pay rent are shown on your rent details card. The Council will allow four rent free weeks in a year which are also shown on your annual rent details card.

Council Tax, etc.

5. It is your responsibility to pay the Council Tax or any other rates or taxes which may be charged to the occupier of the Property.

Care of the Property

6. You must look after the Property and take good care of it including all fixtures and fittings. This includes keeping the inside of the Property in a good state of decoration.

7. If the Property has a garden you must keep it in a good order with all hedges properly trimmed, grass cut regularly and not allowing the garden to become overgrown. You must comply with all reasonable requests from the Council regarding the maintenance, pruning or removal of trees or shrubs.
8. You must take all reasonable precautions to protect the Property against damage by fire, flood, freezing pipes, condensation or other causes.
9. You must not store any petrol or diesel driven motor in any part of the dwelling, nor any more gas or other inflammable material that is required for normal domestic use.
10. If the Property is fitted with a battery operated smoke detector you must test it regularly and replace the batteries when necessary.

Cleanliness and Rubbish Disposal

11. You must keep the Property in a clean and hygienic state and you must not allow an excess of rubbish to build up on the Property.
12. Where the Property has the shared use of areas such as lobbies, staircases, landings, balconies or pathways, you must keep these clean and tidy.
13. You must not leave rubbish in the street or other areas outside the Property, except in the proper bags or bins on the days when your rubbish is collected.

Notifying the Council of Defects

14. You must promptly inform the Council of any damage to the Property or of any defects in the Property which may need repair by the Council under their repairing duties (see Condition 39).

Access for the Council

15. You must allow the Council's employees, agents and contractors to have access to the Property to inspect and to carry out repairs, maintenance, cleaning, disinfection, improvements and alterations to the Property or, when necessary, to adjoining properties. This may include doing things which are your obligation under these conditions but which you have failed to do. You will be given reasonable notice of when access is required, except in an emergency. If there is an emergency, the Council may use force, if necessary, to gain entry if it appears there is a risk of personal injury or damage to property. The Council may also use force to gain entry for essential inspections or repairs (such as inspections under the Gas Regulations) where you have failed to give access after reasonable notice.

Alterations, etc.

You must have written consent before carrying out 16, 17 & 18. Any consent given under 16(i) will be subject to conditions 17 & 18 where they apply. If you are a secure tenant consent cannot be refused unless there is good reason.

16. You must get the Council's written consent before:-
- (i) making additions, alterations, replacements or improvements to the Property or the fixtures or services in the Property;
 - (ii) decorating the exterior of the Property.
 - (iii) making any substantial alteration to the means of fencing of the Property;
 - (iv) fitting any type of aerial or satellite dish;
 - (v) cutting down any substantial tree, hedge or shrub
17. Any additions, alterations, replacements or improvements involving a gas fired appliance or gas supply pipes or fittings must be carried out by a competent and qualified person and must comply with the current Gas (Installation and Use) Regulations.
18. Any additions, alterations, replacements or improvements to the electrical systems these must be carried out by a competent and qualified person and in accordance with the Institute of Electrical Engineers.

Use of the Property

19. You must use the Property as your own private home.
20. If you are away from the Property for more than four weeks you must inform the Council as soon as you are able to.
21. You must get written permission from the Council before using the Property for any business or other non-residential activity.

Assignment and Subletting

22. You must not assign or transfer the tenancy to anyone else except:-
- (i) as permitted by Section 92 of the Housing Act 1985 (relating to the right of secure tenants to exchange tenancies);
 - (ii) in accordance with a Court Order.
23. You must not sublet or part with possession of the whole of the Property.
24. You must obtain the Council's written consent before subletting part of the Property. If you are a secure tenant consent cannot be refused without good reason.

Parking and Vehicles

25. You, persons living with you and your visitors must not park vehicles:-
- (i) on any grass verge, footpath or amenity area;
 - (ii) on the Property except in a garage or on a driveway or hardstanding having a proper access with dropped kerbs;
 - (iii) so as to cause obstruction.
26. You must get the Council's written consent before parking any caravan, trailer or boat on the Property or in the parking places provided by the Council.

27. You must not allow any untaxed or unroadworthy vehicle to be on the Property or on any communal areas, garage forecourts or parking bays.
28. You must ensure that any vehicle maintenance carried out on or in the vicinity of the Property does not go beyond minor repairs to your own vehicles or of those living with you. Repairs must not be done at times or in a way that is likely to cause a nuisance to neighbouring residents.

Nuisance and Anti-social Behaviour

29. You, your friends and relatives, and any other person living in or visiting the Property must not do anything which causes or is likely to cause a nuisance or annoyance to any other person in the local area (whether they live there or not).

The conduct to which this condition applies includes but is not limited to:-

- | | |
|--|------------------------------------|
| - Playing loud music | - Shouting and rowdiness |
| - Intimidation and harassment | - Violence and threats of violence |
| - Abusive words and behaviour | - Dumping Rubbish |
| - Not keeping your pets under control | |
| - Damage and threats of damage to the property of another person | |

30. Neither you nor any person living in the Property must use violent, abusive or threatening behaviour or language to any employee, representative or agent of the Council either at the Property or elsewhere.

Harassment

31. You must ensure that neither you, nor any person living in or visiting the Property commits any acts of physical, verbal or written abuse directed at individuals or groups on the basis of their colour, race, origin, religion, disability, sex or sexual orientation.

Illegal Activities

32. You must ensure that neither you, nor any person living in or visiting the Property uses it for any illegal or immoral purposes. This includes but is not limited to:-

- receiving, handling or storing stolen goods
- prostitution
- supplying or possessing controlled drugs or other prohibited substances
- possessing illegal firearms or other illegal weapons.

Please note that you and any joint tenants are responsible for your behaviour, your childrens' behaviour and the behaviour of relatives, family & friends. We may take legal action to evict if you behave anti-socially, harass other people in the local area or use your property for illegal activities. If we do evict you based on the above we may not have to find you a new Council home.

Animals

33. You must not keep (or allow anyone else to keep) any animals or livestock in the Property except;

Dogs - If your tenancy is a house you may, with the written consent of the Council, keep up to two dogs.

If your tenancy is a flat or maisonette, you must not keep a dog unless the Council has given you written permission because of special circumstances.

Cats - You may keep up to two cats.

Small pets - You may keep small caged birds or animals such as budgerigars or hamsters in reasonable numbers.

Fish - You may keep ornamental fish.

34. You must in any event ensure that any animals you keep do not cause damage to the Property or nuisance or annoyance to other people.

35. On no account should dangerous or venomous animals be kept in the Property.

Recharges

36. You must pay to the Council any costs it has incurred as a result of:-

- (a) carrying out repairs or decorations which are your responsibility under Condition 6 above but which the Council have carried out following your failure to do so;
- (b) making good any damage caused to the property by you or persons living in or visiting the Property;
- (c) taking measures as a result of any breach of your obligations under Conditions 7, 8, 10, 11, 12, 16, 17 or 18;
- (d) responding to unjustified emergency call outs made by you, any person living with you or any person on your behalf.

Your Duties at the end of the Tenancy

37. When the tenancy ends you must:-

- (a) make good any repairs for which you are responsible and leave the Property in good decorative condition;
- (b) remove from the Property all personal items and furniture (except for any furniture provided by the Council). See also Condition 45;
- (c) leave the Property clean and free from rubbish and debris;
- (d) return all keys to the Council (including, where appropriate, any fobs or keys for door entry systems and keys issued for car parks);
- (e) make the premises secure.

THE COUNCIL'S DUTIES

Quiet Enjoyment

38. The Council acknowledges your right, subject to the terms of this Agreement, to the quiet enjoyment and use of the Property without disturbance or interference from the Council or other parties acting on the Council's behalf.

Repairs

39. The Council must repair and maintain:-

- (a) the structure and outside of the property including gutters, drains and outside pipes;
- (b) the fittings for the supply of water, gas and electricity and for sanitation;
- (c) the fittings provided by the Council for heating the property and for hot water.

40. The Council will decorate the exterior of the Property when necessary.

41. The obligations imposed by Conditions 39 and 40 above are intended to be no greater and no less than the obligations imposed by Section 11 of the Landlord and Tenant Act 1985.

VARIATION

42. The Council may vary the amount of the rent or other charges under the tenancy by giving you at least four weeks written notice.

43. The Council may vary the other conditions of tenancy by serving at least four weeks written notice of the variation. Before doing this, we must first invite your comments on the proposed change and take any comments you do make into consideration.

ENDING THE TENANCY

By the Tenant

44. You may end the tenancy by giving at least four weeks written notice to the Council ending on a Monday. If you are joint tenants a notice given by one of you will end the tenancy for all of you.

By the Council

45. Council tenants are usually either secure tenants or introductory tenants (see the section at the beginning of this agreement). In either case the Council can only end the tenancy by getting a Court Order (and in the case of a secure tenancy this can only be done on certain specified grounds). If however at any time the tenancy is neither a secure tenancy nor an introductory tenancy (because for example you are not occupying the property as your only or principal home) then the Council may end the tenancy by serving you with 4 weeks notice ending on a Monday.

Items left on the Property

46. If any furniture and effects are left on the Property after your tenancy ends, the Council may remove and dispose of them as they see fit.

Notices

47. The Council gives you notice under Section 48(1) of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served on the Council is:- The Guildhall, St Giles Square, Northampton, NN1 1DE.
48. Any notice to be served on you may (in addition to any other methods permitted by law) be served by:-
- (a) handing it to you or anyone else on the Property; or
 - (b) whether or not you or anyone else occupies the Property by leaving it or sending it by ordinary pre-paid post to the Property; or
 - (c) by leaving it or sending it by ordinary pre-paid post to your last known place of residence if that is different from the Property
49. If you are joint tenants a notice served on one of you will be treated as served on all of you. If you should die and there is no one living in the property who has succeeded to the tenancy under the Housing Acts then any notice may be addressed to your personal representatives (without naming them) and served by any of the methods described in Condition 48 above.



Appendices

3



NORTHAMPTON
BOROUGH COUNCIL

Item No.

12

CABINET REPORT

Report Title	Places of Change Scheme
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AGENDA STATUS:

PUBLIC

Cabinet Meeting Date:	8 th July 2009
Key Decision:	YES
Listed on Forward Plan:	YES
Within Policy:	YES
Policy Document:	No
Directorate:	HOUSING
Accountable Cabinet Member:	Cllr. Sally Beardsworth
Ward(s)	Castle Ward

1. Purpose

- 1.1 The purpose of this report is to inform Cabinet of the development work undertaken on the proposed Place of Change Project since the Cabinet meeting of 4th February 2009 and to seek agreement to proceed with further work in accordance with the Project Implementation Plan as included at Appendix 1.

2. Recommendations

That Members:

- 2.1 Agree to transfer the southern section of the Maple Buildings site, (as edged in red on drawing DO2 revision J, in Appendix 2 to Midland Heart Ltd. Housing Association (MHHA) at a nominal charge, on a long leasehold basis, upon NBC achieving vacant possession of the site and subject to the necessary Social Housing Grant being approved by the Homes and Community Agency (HCA).

- 2.2 Agree that vacant possession notices be issued to the existing commercial tenants.
- 2.3 Agree to delegate authority to the Director of Housing and the Borough Solicitor to complete the detail of the legal arrangements between Midland Heart Ltd and the council.
- 2.4 Agree that the northern part of the site, (as edged in blue on drawing as included in Appendix 3.) be retained by the Council for an alternative use.
- 2.5 Agree that the Director of Housing will oversee progress on the next stage of the project as detailed in the Project Implementation Plan.

3. Issues and Choices

3.1 Report Background

- 3.1.1 In November 2007, the Council was invited to make an application for a grant under the “Places of Change” programme. In February 2008, the Council was notified that its bid to the Department of Communities and Local Government (CLG) for £1.42m of capital funding for the PoC programme was successful. The Housing Corporation and its successor, the HCA, have always been, and remain supportive of the Council’s aim to improve facilities for homeless people in Northampton.
- 3.1.2 Following an independent review of potential sites, Cabinet, at its meeting on 4th February 2009, agreed to proceed with developing proposals for the Maple Buildings site subject to scheme viability, planning consent, public consultation and the Council’s contributions being agreed.
- 3.1.3 It was agreed that the Director of Housing would oversee the next stage of the project development activities to improve the viability of the project and ensure that the Council can provide vacant possession of the site.
- 3.1.4 It was agreed that a future report on the project delivery plan and financial arrangements be presented to Cabinet at a future meeting.
- 3.1.5 The actions identified at the time of the last report have been completed and we now have a viable scheme. This report sets out the detail of that work and seeks approval to proceed as identified in the Project Implementation Plan.

3.2 Issues

3.2.1 Revised Scheme

Since the beginning of February, the scheme design has been subject to considerable review and redesign in terms of the site footprint, massing, circulation space, space standards and spatial relationships. This has resulted in a viable scheme and cost effective proposals.

3.2.2 Financial Value and Council's contributions

The revised scheme has been costed by Midland Heart and has been the subject of an independent development assessment. Midland Heart has carried out revisions to the costs, and these revised costs will be submitted to the HCA pending Social Housing Grant Approval.

The Council's contributions have been costed and it has been agreed with HCA that they can be covered by part of the £1.42m capital grant.

The estimated market value of the site is considered to be £440,000. There are more details in 4.2.1 Land value.

The estimated total scheme cost is £5,677,064, with capital funding:-

POC	£1,420,000
PCT (in lieu of DAAT)	£ 350,000 (TBC)
Midland Heart borrowing	£2,227,034
Gross NBC land transfer value	£ 440,000

Midland Heart is seeking from the HCA £1,680,000, which equates to £35,000 per unit for all 48 units.

3.2.3 Partnership working:

The Government grant of £1.42m is dependent on fulfilling a number of pre-conditions, including that a partnership approach is adopted and maintained and that there is extensive service user involvement. This report confirms that a Partnership approach has been adopted and that service users and current service providers have been, and continue to be, engaged and involved in the scheme. The Council is currently working with CAN and NAASH in particular to ensure the transfer into the new Facilities is as smooth as possible.

3.2.4 Consultation:

The scheme design has been developed in consultation with the service users and providers and the proposals have been discussed with local residents and the commercial leaseholders as described in section 4.5 below.

3.2.5 Vacant Possession:

The existing businesses, Pavilion Textiles and Berkley Upholstery, need to be relocated to achieve vacant possession and they have been consulted as detailed in section 4.5.3 below. The cost and time implications have yet to be finalised, but the statutory compensation costs have been estimated at £84,000 and these have been included in the scheme costs. The time implications have been allowed for in the Project Implementation Plan.

3.2.6 The Boxing Club is not affected by this scheme.

3.3 Choices (Options)

3.3.1 Proceed to the next stage as per the Project Implementation Plan.

This is the recommended course of action as it is the most likely means of securing the necessary Housing Grant and Places of Change funding and will ensure that this flagship scheme is built in the borough to provide much-needed accommodation and high quality support services for homeless people.

3.3.2 Proceed with any agreed variations to the Project implementation plan.

There is still an opportunity to agree variations to the project as long as they are affordable and agreed by all partners but there is limited time left before planning permission is applied for at the end of July 09.

3.3.3 Do not proceed.

This is not recommended as the Places of Change funding would be lost and the borough currently does not have any alternative funding for such a facility.

This option would have a negative impact on the Council's reputation as an organisation which can deliver flagship capital projects. It would adversely affect the Council's relationships with the HCA and its partners who have worked together over the last few months to ensure this project is a success. Just as importantly, the accommodation provision for homeless people in the town would remain of a poor standard and not fit for purpose.

4.0 Implications (including financial implications)

4.1 Policy

4.1.1 This scheme has clear links with the Borough's **Homelessness Strategy 2008- 2013**. In particular, this strategy focuses on three main areas and the Places of Change scheme impacts on all three, which are;

Prevention – Improvements that are required for the prevention of homelessness.

Supply - Improvements required to ensure that there is sufficient accommodation available for people who are, or who may become homeless.

Support - Improvements required to ensure that there is satisfactory support for people who are, or who may become homeless, or who need support to prevent them from becoming homeless again.

In terms of priorities, within the Homelessness Strategy, the scheme will help achieve the following:

- Improve Partnership working with the private sector to provide a wider range of housing solutions;
- Take steps to improve the level of customer service experienced by the service user; and

- Improve and strengthen partnership working between NBC and third parties.

The Council is currently working on the development of its new Housing Strategy 2010-2015. Along with this an Independent Living Strategy will be developed to support the Housing Strategy and address the needs of all vulnerable households. .

The Places of Change Scheme will be an integral part of helping deliver these two strategies, and in particular, will help deliver the following emerging Housing Strategy Priorities:

- Improve Customer Access, Opportunity and Choice;
- Create Resilient and Cohesive Communities; and
- Deliver well-designed, high quality homes and services

4.2 Resources and Risk

4.2.1 Land value:

At the time of bidding to CLG for Places of Change grant funding, it was proposed that the Council would provide a site for this facility at a nominal charge. Since then, the scheme proposals have been developed in the light of the previously identified financial resources, the likely social housing grant and the potential rental income. Development of the scheme proposals and an independent financial appraisal commissioned by the Council have confirmed that, in order to deliver a viable scheme which can attract achievable and realistic levels of Social Housing Grant, it is still necessary for the Council to transfer the site at a nominal cost. The estimated market value of the Maple Buildings site is considered to be £440,000. Although this is less than the initial advice given last year the change is due to changing market conditions and a reduced land take from that originally proposed. Market transactions and conditions remain slow, uncertain and difficult to predict. However, the granting of the land facilitates the inward investment of over £5m to the town and it is therefore, it is proposed to transfer the land at a nominal cost, on a long-term leasehold basis.

4.2.2 Compensation:

The existing commercial tenants will be entitled to statutory compensation for termination of their leases if suitable alternative accommodation cannot be identified. Provision has been included for this within the scheme costs and this will be covered by the HCA Places of Change capital grant funding and not, therefore, paid for by the council.

4.2.3 Loss of rental income:

The Council currently receives rental income from the commercial leaseholders, the Hope Daycentre and Nottingham Community Housing Association Limited (NCHA). This will be lost but will be off set against savings made on the on-going maintenance cost of the old industrial

units/Victorian buildings. In terms of maintenance of the building over the past 2 years the Borough Council has carried out approximately £25,000 of repairs to the building. Therefore it has to be accepted that whilst the Borough Council may lose revenue from a disposal, the redevelopment of the site will result in a potential saving in both revenue and capital expenditure, which could be required for a refurbishment of the building or continued repairs.

4.2.4 The Council's project management and legal costs:

The Council's costs in relation to project management in order to provide vacant possession of the site, (£30,000), are included in the scheme costs and will be covered by the HCA Places of Change capital grant funding.

The Council's legal costs in respect of the leasehold transfer of the site will be covered by MHHA as part of the legal arrangements.

4.2.5 Land ownership

The land is in the Council's ownership and is general fund land.

4.3 Legal

4.3.1 The Land disposal structure proposed is as identified in the Heads of terms document the detail of which is currently being negotiated with Midland Heart.

4.3.2 Vacant possession process proposed for existing commercial tenants.

As the Borough Council has no alternative premises they are able to offer to relocate the tenants, it will be necessary to bring the tenancy to an end by serving a Notice under Section 25 of the Landlord & Tenant Act 1954 Part II (1954 Act) specifying that the Council wishes to terminate the existing agreement and will oppose any application for the grant of a new tenancy because it intends to demolish and redevelop the site. The minimum period of notice that is permitted under the 1954 Act is 6 months from the date of service of the Notice. Therefore it is likely the earliest date of achieving vacant possession of the site will be January/February 2010.

4.3.3 Vacant possession process proposed for existing service providers

4.3.3.1 The Council for Addiction and the Hope Centre are to be relocated within the scheme therefore it should not be necessary to serve any Notices on them to terminate their existing Lease agreements in respect of their occupation of those areas of Maple Buildings now unaffected by the development. This is on the basis that they will voluntarily move into accommodation within the scheme and therefore would be looking to agree surrender with the Borough Council at the time the new premises are ready for their occupation.

4.3.3.2 The Boxing Club is sited in a part of Maple Buildings, which is excluded from the scheme, and they will remain in occupation under the terms of their existing Lease agreement.

- 4.3.3.3 Northamptonshire Association for Accommodation for Single Homeless (NAASH) rent their Oak Street premises from NCHA. NCHA hold a 99-year Lease from the Borough Council at a peppercorn rent. However, this agreement is subject to a very restrictive user clause, which allows the building to be used for only as a night shelter or hostel for single homeless persons. This would prevent its use for any other purpose. On the basis that NCHA would not be able to find any other use within this restriction acceptable to the Borough, it is considered likely that they will look to surrender their Lease of the premises to the Borough Council. The building would then be returned to the Borough Council with vacant possession who could then dispose of the premises or use it to re-house another project or charity as it felt appropriate. It is not planned to communicate further with NCHA until after Cabinet have formally approved the scheme.

4.4 Equality

- 4.4.1 The client group for this initiative is amongst the most vulnerable in society. This scheme addresses some fundamental inequalities in relation to access to support and accommodation to homeless people.
- 4.4.2 An Equality Impact Assessment has been undertaken and an action plan agreed.
- 4.4.3 Each partner organisation will be requested to adopt a standard monitoring format in line with the Councils monitoring standard which can be reported to the Places of Change operational sub board on a quarterly basis. This will provide the monitoring information required to better understand and plan how to address and mitigate the impact and potential impact regarding service and accessibility by the diverse groups prior to the opening of the new facility, which is planned for Autumn 2011

4.5 Consultees (Internal and External)

- 4.5.1 The scheme proposals have been discussed at two meetings with NBC and West Northampton Development Corporation Planners (5th March and 8th April 2009) and the overall principle of the design has been deemed to be an appropriate response to the context and the brief.
- 4.5.2 Local residents were invited to a residents consultation meeting on 8th April 2009. 9 members of the public attended and Cllr Scott and without exception they were all extremely impressed by the drawings and supportive of the scheme. They all felt that the building was attractive and would improve the neighbourhood. The concerns raised were also common. Residents and operators of the local businesses cited the issue of street drinking and occasional outbursts of antisocial behaviour as the biggest problem, they were reassured to hear that the partners are investigating ways of addressing this now and confident that the management arrangements for the new building would resolve this issue.
- 4.5.3 Two meetings have been held with each of the existing commercial tenants, Pavilion Textiles and Berkley Upholsterers, and letters have been sent.

- 4.5.4 Regular well-attended monthly meetings are being held with the service users.
- 4.5.5 The existing service providers (HOPE/NAASH/CAN) are represented at the Project Board meetings and at the Operations subgroup meetings.
- 4.5.6 Meetings have been held with the Boxing Club to inform them of proposals for the scheme although no formal written communication has been made. The building which they occupy is not required for the scheme and therefore they are not directly affected by the proposals
- 4.5.7 The current leaseholders of the NAASH building, Nottingham Community Housing Association, have been advised of progress and will be contacted after Cabinet decision to discuss arrangements in respect of their current lease by the Housing Strategy Team.
- 4.5.8 The owner of the Lawn Mower shop has been kept informed of progress via a letter and it was also noted that they attended the residents consultation meeting on the 8th April 2009.
- 4.5.9 Ward Councillors were invited to the residents consultation meeting and have been offered a briefing on the 23rd April.
- 4.5.10 Internal Consultees,
Planning.
Asset Management.
Finance.
Borough Solicitor.
Regeneration.

4.6 How the Proposals deliver Priority Outcomes

- 4.6.1 The Places of Change Scheme has a golden thread impact on not just the Council's Corporate policies, but wider Regional and Sub-regional strategies.

Local (NBC)

Within the **Corporate Plan 2009-2012** the scheme clearly helps achieve the following priorities:

- Housing health and well-being;
- Partnerships and community engagement; and
- A well-managed organisation that puts customers at the heart of what we do.

The scheme also helps achieve the following priorities in the **Northampton Sustainable Community Strategy 2008-2011**

- Living and thriving; and
- Fit and Healthy

Sub-Regional (Northamptonshire)

Places of Change, will aid the delivery of priorities within the Northamptonshire Sustainable Community Strategy, the Local Area Agreement and the Homelessness Strategy for the County. Below are the main priorities from all three documents that this scheme helps achieve:

Northamptonshire Sustainable Community Strategy

- A Northamptonshire where people are healthy, have a good quality of life and the most vulnerable people are supported to access appropriate services according to need;
- A Northamptonshire where we have strong, safe and cohesive communities; and
- A Northamptonshire where every child and young person matters.

Northamptonshire LAA 2008-2011

- NI 145 – Adults with learning disabilities in settled accommodation;
- NI 115 – Reducing Substance misuse by young people; and
- NI 155 – Number of Affordable homes delivered

Northamptonshire Homelessness Strategy

- Priority 4 – County Prevention Schemes;
- Priority 7 – Investment in Supported Accommodation; and
- Priority 11 – Protocols and Partnerships

Regional (East Midlands)

The Places of Change scheme already has demonstrated clear links with the local and sub-regional Homelessness Strategies, and will have clear links with the Regional Homelessness Strategy. The main priorities it will help achieve are:

- Supported Pathways out of homelessness;
- Homelessness prevention;
- Service users perspective; and
- Engagement with other sectors

- 4.6.2 The site area falls within the proposed boundary of the Central Area Action Plan and will support the aims and objectives of the plan. Any Planning Application would be expected to be consistent with the emerging Policies of the Plan, which will be published for its pre-submission stage at the end of the year.

4.7 Other Implications

- 4.7.1 The future of Single Person's Accommodation (SPA) is currently being reviewed and will be subject to a separate report to Cabinet.

5. Background Papers

- 5.1 Cabinet meeting papers - 7th April 2008
- 5.2 Cabinet meeting papers – 26th September 2008
- 5.3 Cabinet meeting papers – 30th October 2008
- 5.4 Cabinet meeting papers – 22nd December 2008
- 5.5 Cabinet meeting papers – 4th February 2009.

Appendices

Appendix 1 – Project Implementation Plan

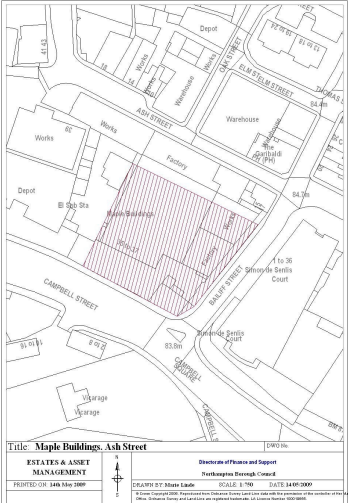
Appendix 2 – Drawing DO2 revision J

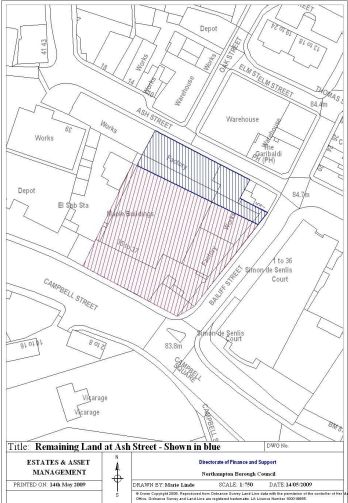
Appendix 3 – Drawing DO3 revision J,

Fran Rodgers,
Head of Housing Needs and Support
Ext 7595

Ref	Activities	When	By Whom
1.	Complete surveys	12/6/09	MHHA
2.	Review design, specification, procurement, master programme, costs and VE exercise.	19/06/09	MHHA & NBC
3.	NBC to confirm at what value the site will be transferred to MHHA	08/05/09	NBC - KO
4.	NBC to set out nomination rights for inclusion in the draft Heads of Terms	08/05/09	NBC-KO
5.	Establish situation regarding opportunities for DAAT funding	08/05/09	NBC-GP
6.	Secure HCA Indicative Approval Early June 2009	Early June 09	MHHA
7.	NBC to consult with NCHA, (the current lessee of Acorn House).	Early June 09	NBC-GP/DF
8.	First draft report for Cabinet meeting on 8th July 2009	01/06/09	JRP/NBC
9.	Director's Management Team Meeting	03/06/09	NBC - GP
10.	First Informal Cabinet Meeting	16/06/09	NBC-GP
11.	Management Board Call Over	18/06/09	NBC-FR
12.	Statutory Officers	19/06/09	NBC
13.	Second Informal Cabinet Meeting	24/06/09	NBC-FR
14.	Management Board	25/06/09	NBC-FR
15.	MHHA to secure their Board's approval to proceed with the scheme on the basis of the agreed Heads of Terms	05/06/09	MHHA
16.	Cabinet report to print	29/06/09	NBC
17.	Agenda Dispatch	30/06/09	NBC
18.	Report to NBC Cabinet and obtain approval to implement the preferred option.	08/07/09	NBC-FR
19.	Agree Consultation and Communication Plan for the next stages of the project.	End of July	NBC/MHHA
20.	Serve possession notices on existing commercial leaseholders and take all necessary subsequent action to achieve vacant possession according to programme (Feb 2010)	End of July	NBC-DF
21.	Completion of drawings and specification for Planning Application	End of July 2009	MHHA & BM3
22.	Lodge Planning Application (Prior to serving notice)	End of July 2009	MHHA & BM3

23.	Finalise Building Licence for construction and use of the adjoining site (use TBA)	August 2009	NBC/MHHA
24.	Obtain Planning Approval End of	October 2009	MHHA & BM3
25.	Tender to MHHA's Framework Constructors	October and November 2009	MHHA & BM3
26.	Obtain MHHA Board and HCA approval to accept the tenders	December 2009/January 2010	MHHA
27.	Partners to finalise and agree the Service Delivery Model	February 2010	MHHA & service partners
28.	Achieve vacant possession of the site	February 2010	NBC -DF
29.	NBC and MHHA to finalise responsibilities and obligations to deliver/run the facility	February 2010	NBC/MHHA
30.	Enter into Building Licence	February 2010	NBC/MHHA
31.	Let the demolition and construction contracts	February 2010	MHHA
32.	Disconnection of services	February 2010	MHHA
33.	Commence hoardings, site set-up and demolition.	March 2010	MHHA
34.	Complete demolition contract	April 2010	MHHA
35.	Commence 15 month construction contract (MH TBC)	May 2010	MHHA
36.	Serve possession notices on NCHA, CAN, Hope	January 2011	NBC
37.	Complete 15 month construction contract (MH TBC)	August 2011	MHHA
38.	Transfer of land via long term lease	August 2011	NBC & MHHA
39.	Occupation.	September / October 2011	All





Appendices
2



NORTHAMPTON
BOROUGH COUNCIL

Item No.

13

CABINET REPORT

Report Title	Proposed RSL infill development at Greenfield Avenue
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AGENDA STATUS: PUBLIC

Cabinet Meeting Date:	8 July 2009
Key Decision:	YES
Listed on Forward Plan:	YES
Within Policy:	YES
Policy Document:	YES
Directorate:	HOUSING
Accountable Cabinet Member:	Councillor Sally Beardsworth
Ward(s)	Eastfield

1. Purpose

1.1 To consider a proposal for a small infill development on derelict land within a housing estate, based on disposal of the land for nil financial consideration in return for nomination rights to the completed homes.

2. Recommendations

2.1 That the Director of Housing, in consultation with the Portfolio Holder, be authorised to negotiate the terms of the disposal at nil financial consideration of land shown at appendix A to Metropolitan Housing Trust in return for nomination rights to all completed homes.

2.2 That a report setting out the final terms of disposal be presented to Cabinet for final approval in due course.

2.3 To note that on Health and Safety grounds, numbers 58 & 60 Greenfield Avenue have had to be demolished because of structural instability due to subsidence.

3. Issues and Choices

3.1 Report Background

- 3.1.1 Following serious structural faults due to subsidence, two council houses in Greenfield Avenue had to be demolished earlier this year. This action was taken for health and safety reasons due to dangers presented to an adjoining house. In addition eight trees held to be responsible for the subsidence were removed. This action, which received planning and building control consents, was authorised by the Chief Executive due to the urgency.
- 3.1.2 The garages on the site were demolished some twenty years ago. As a result of the work to clear the houses and trees, there is now a substantial site on which a small infill development of up to 10 houses could be built. As this is a potential PFI estate, the opportunity to provide some additional housing will help with any decant requirements where parts of the estate are scheduled for demolition and renewal.
- 3.1.3 Discussions have been held with a number of RSLs and it seems likely that a viable scheme for rented homes could be developed, but this would be subject to disposal of the land at nil financial consideration.
- 3.1.4 A plan of the site is shown at Appendix A

3.2 Issues & Choices (Options)

- 3.2.1 There is an option of leaving the site until a potentially larger scheme of re-modelling that part of the estate could be progressed, but given the nature of the area and the number of owner occupied houses it is unlikely that a viable scheme supported by the local community could be developed.
- 3.2.2 The Council could decide to sell the land, but uncertainties in the local housing market and the possibility of a PFI scheme render a possible sales receipt uncertain.
- 3.2.3 The Council could decide to leave the land fenced until the PFI proposals are more fully developed and/or the housing market picked up.
- 3.2.4 The option of developing housing there now appears most likely to send positive messages about the Council's intentions in the area and will provide much needed family housing.

4. Implications (including financial implications)

4.1 Policy

On 5 March 2007, Cabinet adopted a policy towards the disposal of land at less than market value and appendix 2 of that report is attached for information at appendix B. This proposal meets most of the criteria listed.

4.2 Resources and Risk

The scheme should attract Social Housing Grant and other than the land disposal there are no other financial consequences.

In return for nil financial consideration the Council will expect to negotiate nomination rights to the completed homes.

4.3 Legal

None at the present time.

4.4 Equality

None for this report

4.5 Consultees (Internal and External)

Ward councillors

Local residents-the outcome to be reported verbally to cabinet.

4.6 How the Proposals deliver Priority Outcomes

Good quality affordable homes within a PFI estate.

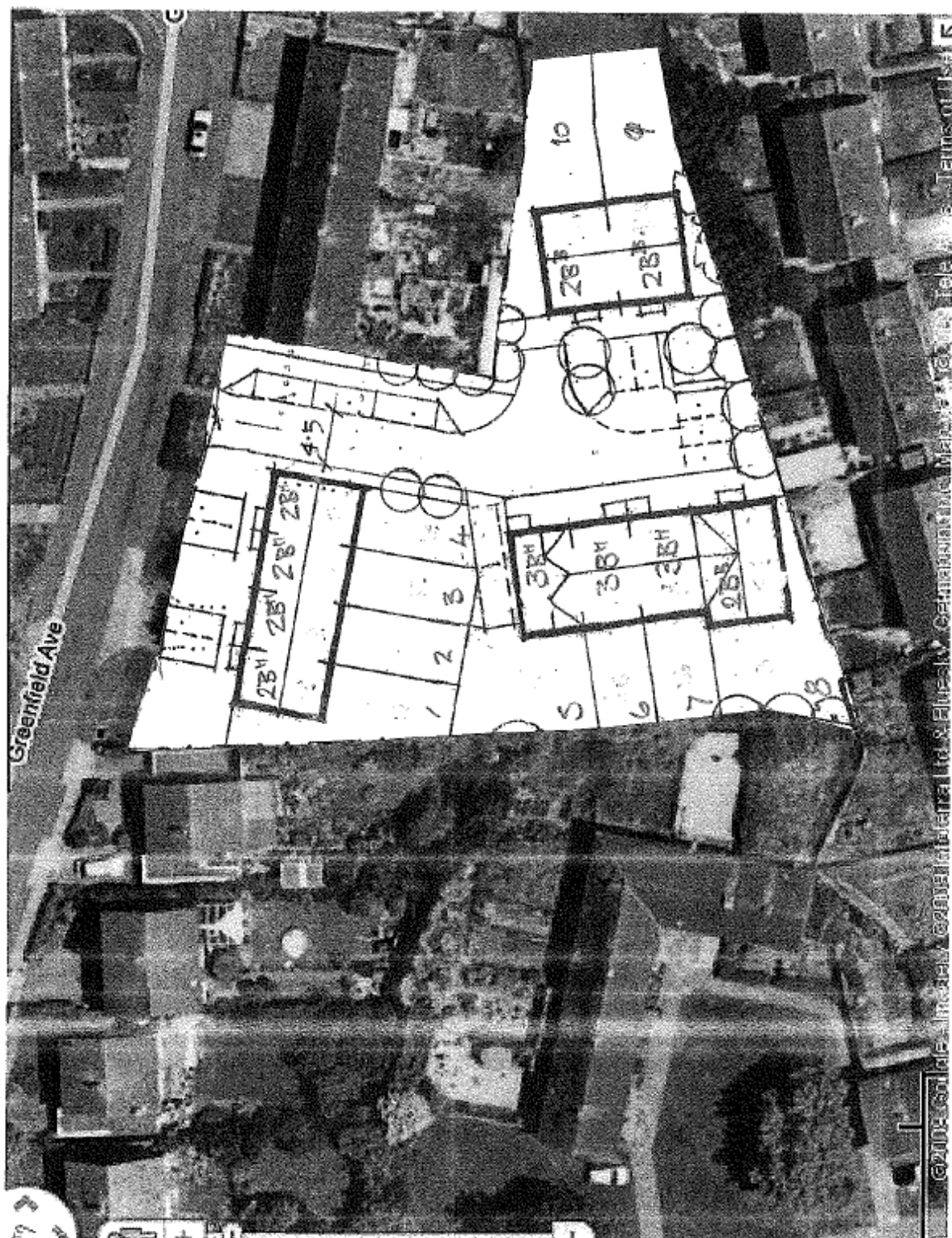
4.7 Other Implications

None

5. Background Papers

5.1 Site survey reports

Brian Queen
Interim Housing Advisor
Ext 7174



Criteria to guide the approval of disposals by Northampton Borough Council of property for non-commercial use, at less than market value* (excluding Right to Buy sales)

NOTE - This policy is intended to apply purely to proposed disposals to a registered charity, registered social landlord, or other properly constituted not-for-profit organisation. Even if disposals meet all criteria, each transaction must be approved by Cabinet in order to proceed, and Cabinet may choose not to approve.

- **N.B. “less than market value” shall here mean in the case of a leasehold disposal a maximum of a £5,000 cumulative rental reduction from open market rental over the whole term of years granted OR in the case of a freehold disposal a maximum of £5,000 below actual market value.**
- 1. The project/disposal must support specific current Council priorities.**
- 2. The project/disposal must create benefit for a significant section of the community in Northampton.**
- 3. The amount of discount must provide value for money for the Council in relation to the Council priority outputs the project/disposal will deliver.**
- 4. The project/disposal could not proceed without the proposed discount.**
- 5. The project/disposal levers in significant additional investment from sources other than Northampton Borough Council. “Significant” in this context will normally be interpreted to mean a sum at least equal to the amount of the discount given.**
- 6. The project/disposal must have a robust and realistic plan for capital funding to completion.**
- 7. The project/disposal must have demonstrated a sustainable business plan that does not rely upon additional revenue or capital funding from Northampton Borough Council.**
- 8. There must be a proven need for the proposed facility in the locality it will serve.**
- 9. Where the land or property in question is held partly or wholly within the Housing Revenue Account, the proposed disposal at less than market value must be for the purposes of either “affordable housing” or “regeneration”, or other updated criteria required to avoid the loss of resources via “pooling” payments to central government.**
- 10. Where the land or property in question was transferred partly or wholly from the former Northampton Development Corporation in 1985 and is**

subject to potential clawback on future disposals, the total reinvestment of the claw back amount in the proposed disposal must have been approved by English Partnerships (NDC's successor) prior to reporting to Cabinet.

- 11. The proposed disposal at less than market value must be approved specifically by Cabinet, and the extent to which it meets the criteria above must be demonstrated in the report. It is not sufficient for the disposal to appear to satisfy the criteria above, without a Cabinet approval.**

Appendix

1



NORTHAMPTON
BOROUGH COUNCIL

Item No.

14

CABINET REPORT

Report Title

Community Centres

AGENDA STATUS:

PUBLIC

Cabinet Meeting Date:	8 July 2009
Key Decision:	YES
Listed on Forward Plan:	YES
Within Policy:	YES
Policy Document:	NO
Directorate:	Chief Executive's Office
Accountable Cabinet Member:	Cllr Hoare
Ward(s)	All

1 Purpose

- 1.1 To gain approval for a review of the management and ownership arrangements for the Council's community centres, in order to secure financial savings and to safeguard facilities for the community.

2 Recommendations

Cabinet is recommended to:

- 2.1 Approve a review of community centres to ensure they can contribute effectively to thriving communities and provide improved value for money;
- 2.2 Endorse the exploration of Community Asset Transfer in appropriate cases;
- 2.3 Authorise officers to explore opportunities with other providers of community facilities actively to seek shared solutions to meeting community needs;

- 2.4 Authorise officers to undertake the discussions necessary to understand the opportunities and interest locally in the transfer of community centre assets to appropriate community groups.

3 Background

- 3.1 Northampton Borough Council owns 21 Community Centres (see Appendix 1). There are many other community buildings in the town which are not owned by the Council, including church halls, school premises and buildings owned by community and voluntary groups. Although this report concentrates on the Council's current assets, these other facilities are relevant to future provision.
- 3.2 As part of its budget for 2009-10 and following years, the Council approved a reduction in the revenue budget for community centres of £190,000 – approximately half the previous year's figure. This was to be achieved by reviewing the management arrangements, working with local management committees to identify efficiencies.
- 3.3 Current management arrangements are complex, but there are two broad categories. Some centres are directly managed by the Council's staff, while others have a management committee composed of local volunteers. In the latter case, lettings and minor internal maintenance are organised by the committee, which also receives the letting fees. For all the centres except one, whether directly managed or self managed, the opening, cleaning, and securing of the premises is carried out by Council staff and paid for out of the Council's General Fund.

4 Issues

4.1 Role of Community Centres

- 4.1.1 This Council is committed to encouraging vibrant neighbourhoods and engaged communities, and there is no doubt that community centres play a major role in this. They are also, rightly, valued by local people. So the future of community centres needs to be considered as part of a wider strategy aimed at improved outcomes and quality of life in local communities.
- 4.1.2 However, while their potential to contribute to agreed outcomes for local communities is not in question, under current arrangements there is little evidence that the use and role of community centres has been actively managed to produce such results. This means that opportunities for community centres to play a planned role in improving the health, education, cohesion and involvement of local people are not being fully exploited. It also means that the kind of facilities that will be best able to make a difference in these ways need to be assessed, and that the existing nature and distribution of buildings cannot be taken for granted.
- 4.1.3 At the same time the Council must seek to achieve value for money for all its residents, and so has to seek appropriate efficiencies. One way of doing this is to work with other bodies which own community buildings – including schools – to see where a community's needs can be better met by collaboration over assets while also generating savings.

- 4.1.4 An important consequence of recognising the centres' role in achieving wider community objectives is that this Council retains an interest in the development of community centres whether it owns them or not. This interest would need to be safeguarded, if that ownership were to change in any way, through appropriate legal and contractual means but also through dialogue and partnership with the owners.

4.2 Community Assets

- 4.2.1 Community Asset Transfer, which involves handing premises over to appropriate community groups by either giving them the freehold or granting a long lease, is seen by Government and many representatives of community organisations as desirable. The national review by Barry Quirk 'Making Assets Work' concluded that there were many examples showing how community management and ownership of assets could deliver social or community benefits without unacceptable risks.
- 4.2.2 The Council's community centres are one part of its asset portfolio where, in appropriate cases, transfer to the community could be realistic and beneficial. It would allow local people a much greater say in the use of these facilities within their communities, with the potential for the community centre to become the hub of increasingly active neighbourhoods. For this to happen the benefits would need to be safeguarded – for example, the continuing and sustainable access by the diverse community to the premises, and the financial security that is necessary to achieve this. There needs to be a suitable group able and willing to take on the responsibility, and a plan that shows how the centre can be a sustainable concern.
- 4.2.3 The Quirk review recognises that there is a scale of community involvement, and already Northampton's community centres are at different points on that scale. Arrangements need to be responsive to local conditions and this includes the availability of alternative premises locally, the capacity and willingness of volunteers to take on greater responsibility, the foreseeable running costs of the buildings, the social issues in the neighbourhood and its capacity to generate income.
- 4.2.4 Initial discussions with managers of community centres indicate that there is interest in asset transfer, but also concern. This stems from causes such as whether a financially viable operation can be achieved, whether local people will offer practical support so that an effective management body can be sustained, and how equitable access can be ensured.
- 4.2.5 For these reasons it is proposed that the Council endorses the principle of Community Asset Transfer for community centres in appropriate circumstances. For some this may not be the most suitable way of ensuring effective future provision, so a 'mixed economy' may be the right result at least in the short term. And in all cases it would be prudent for the Council to retain a formal interest in a way which means that if a managing organisation becomes unable to continue operating effectively, the community does not lose its facilities.

4.3 Working with Partners

- 4.3.1 Providing facilities in the community is not solely the responsibility of the Borough Council. Other public and voluntary agencies and organisations already own and operate a variety of buildings which can support communities in various ways – for example schools, the health service, faith groups and community organisations. A thorough review of community centres will need to consider these premises as well, and recommend ways in which partners can work together to provide for community needs in the most effective and efficient way. This should provide opportunities to explore collaboration on new or improved facilities, reducing duplication and underused assets, and sharing costs.

4.4 Efficiency and Value for Money

- 4.4.1 Whether community centres are retained under direct Council management or not, it will be necessary to review the practical operation of the centres to ensure that the service is efficient and providing value for money. The form such a review takes will depend in part on the discussions about asset transfer. Any proposals which involve changes to staffing arrangements will follow the Council's agreed human resources procedures.

5 Options

- 5.1 The options available to the Council in respect of the ownership of community centre assets are essentially:
- (a) Retain and manage the asset
 - (b) Retain the asset but contract with another party for the management
 - (c) Transfer the asset to a suitable community organisation
 - (d) Sell the asset on the open market

These could be applied to each centre individually, or to several or all of them as a group.

- 5.2 The current mixture of options (a) and (b) will not in itself generate the required savings, nor will it deliver the benefits outlined in the Quirk review. Option (d) reduces the Council's financial liabilities and should generate a capital receipt. However it would mean the likely loss of community facilities, and it is unlikely that the open market value would be high in the current economic climate. For these reasons option (d) is not recommended, unless in a particular case the community's needs could be better met through a clearly identified alternative.
- 5.3 Option (c) is therefore an attractive option. The advantages include that it:
- fits the Quirk review philosophy of community control of assets
 - ensures continued community use and sense of real ownership by the community with added safeguards
 - allows centres to bring in additional revenue via charitable status
 - could increase a positive image of the Council within local communities
 - would reduce financial and other liabilities for the Council

- 5.4 It does however depend on the ability to identify or facilitate an appropriate organisation. This could be an existing community association which is already managing a centre, or it could be a community organisation interested in a number of centres. There will be costs associated with setting up a community asset transfer, which cannot be quantified until the option has been explored further with interested parties. It remains possible that some centres will not be suitable for transfer, and in these cases one of the other options may need to apply.
- 5.5 In conclusion, it is likely that at least in the short term – around five years – a combination of arrangements or ‘mixed economy’ may be the best practical solution, but with a preference for Community Asset Transfer where this can be shown to be suitable.

6 Proposals

- 6.1 The proposal is to discuss the transfer of community centre assets to the community with interested parties. This will involve continuing discussions with existing management committees, and it is recommended that these should be given a first opportunity to express interest and make proposals. Some existing centre management associations may be interested in running additional centres, and other local community organisations and parish councils may also wish to make proposals for one or more centres.
- 6.2 The process needs to be informed by understanding the views of local people generally, and users and potential users in particular, as well as many other key individuals and bodies. Support in understanding the options and best practice is available from national bodies such as the Development Trust Association, and there is a countywide project looking at community assets generally which will help to identify opportunities to work together with partners.
- 6.3 Strategically, the exercise needs to be informed by a developing understanding of the Council’s vision for creating and sustaining vibrant and healthy communities, and working with partners to maximise opportunities and value for money. The timing therefore needs to be flexible; while some centres may be in a position where their future status can be resolved fairly quickly, others will inevitably take longer.
- 6.4 The achievement of efficiencies will come about through both reviewing operations, and enabling more dynamic management which is able actively to seek growth.

7 Implications (including financial implications)

7.1 Policy

- 7.1.1 These proposals are consistent with commitments in the Corporate Plan to encourage vibrant neighbourhoods and engaged communities. They do represent a development of the Council’s existing asset management policies, which do not currently address Community Asset Transfer directly. However,

the central importance of the Council using its assets to support its objectives – the key aim of this review – is a fundamental principle of asset management.

7.2 Resources and Risk

- 7.2.1 The target saving required is £190,000 in the current and future years. The savings from asset transfer cannot yet be quantified, prior to detailed negotiations. However, community organisations do have the ability to access external funding and voluntary contributions which are not available to the Council, and to actively develop programmes for the use of their centres to generate income.
- 7.2.2 The total net cost to the Council of operating its 21 community centres in 2008-09 was approximately £433,000, of which the main spending components were employee costs (£293,000), rates (£32,000), utilities (£75,000) and maintenance/repairs (£152,000). Responsibility for these areas of expenditure would transfer with the building. It is possible that community organisations might need financial support in order to construct a sustainable business case for taking over the asset. It is suggested that the Council should not rule out making a contribution, particularly over the short term, if such an arrangement still provides the best overall solution for the community.
- 7.2.3 Risks which have already surfaced in the community centre around loss of access to centres if a particular group ‘takes over’, and fears that prices for hire will be raised to levels which community groups cannot meet – this latter issue prompted in part by experience with schools under Private Finance Initiative schemes. Both issues need to be addressed clearly and robustly in any legal or contractual agreements for future arrangements
- 7.2.4 Other risks include the perception that the Council is withdrawing its interest in local communities and seeking to dispose of assets purely to save money. While this is not accurate, the real nature of the review needs to be effectively communicated.

7.3 Legal

- 7.3.1 In most cases the Council’s relationship with local management committees dates back for many years and is not supported by comprehensive paperwork setting out legal and other obligations. This may lead to additional complexity in negotiations over the future of some centres, as may any which have been given to the Council under a restrictive covenant.

7.4 Equality

- 7.4.1 An initial screening equality impact assessment was carried out on the budget option. This indicated that there was a potential for this review adversely to affect some sectors of the community, particularly where groups which support minorities use community centres to meet, hold activities and generally support their communities. This risk will be minimised if the continued access to premises can be safeguarded through any changes resulting from the review. To ensure that this happens, a second impact assessment has been conducted on the asset transfer proposals.

7.5 Consultees (Internal and External)

- 7.5.1 Chairs of local management committees have already been involved in two meetings for initial discussions about the potential options. This has produced a range of responses, including some positive enquiries about transfer and concerns about the continuing viability of the centres.
- 7.5.2 A programme of consultation is being drawn up for the next stage of the review. This will include ward councillors, parish councils and user groups as well as the management committees.
- 7.5.3 Staff and unions have been consulted informally on the need to review operational efficiency. Should this, or the asset transfer process, lead to potential changes in employment status or redundancies then there will be formal consultation in accordance with established Council policy.
- 7.5.4 Overview and Scrutiny Committee 1 have debated this subject and the findings of their pre-decision scrutiny will be reported to this meeting.

7.6 How the Proposals deliver Priority Outcomes

- 7.6.1 The proposals are designed to help encourage thriving neighbourhoods and engaged communities, and to achieve a significant efficiency saving to help ensure a sustainable budget.

Thomas Hall
Head of Policy and Community Engagement
Ext. 7593

Community Centres – Current Locations

Northampton Borough Council owns and maintains 21 community centres, defined as buildings with one or more empty rooms available for hire to the public. They fall into two broad categories:

- 10 which are maintained and managed by NBC itself - an NBC officer takes the bookings, collects the money, deals with any maintenance issues and ensures that all bills relating to the centre is paid. These centres are:

Blackthorn
Bellinge
Briar Hill
Kings Heath
Kingsthorpe
Rectory Farm
Southfields
Spencer Dallington
Standens Barn
Vernon Terrace

- 11 which are maintained and managed by local community groups or committees; these are sometimes described as 'self managed' - the management committee sets the hiring fee, takes bookings, receives the income from bookings and pays some of its own bills. NBC supplies and pays for a co-ordinator to clean and open or close the building (except in the case of Duston Community Centre) and is responsible for the fabric of the building. These centres are:

Abington
Alliston Gardens
Camp Hill
Duston (committee pays for its own co-ordinator)
Far Cotton
Lodge Farm
Parklands
Pastures
Semilong
St James
Weston Favell Parish Hall (leased by NBC from the County Council)

Appendices



NORTHAMPTON
BOROUGH COUNCIL

Item No.

15

CABINET REPORT

Report Title	Future of Allchin Steamroller
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AGENDA STATUS: PUBLIC

Cabinet Meeting Date:	8 July 2009
Key Decision:	No
Listed on Forward Plan:	Yes
Within Policy:	Not applicable
Policy Document:	No
Directorate:	Finance & Support
Accountable Cabinet Member:	Cllr D Perkins
Ward(s)	Not applicable

1. Purpose

- 1.1 The purpose of this report is to seek Cabinet support for the transfer (subject to conditions) of ownership from this Council to The Northampton & Lamport Railway Preservation Society of the remaining parts of the Allchin Steam Roller No. 1131.

2. Recommendations

- 2.1 That Cabinet supports the transfer of ownership of the remaining parts of the Allchin Steam Roller No. 1131, to the Northampton & Lamport Railway Preservation Society ("NLRPS") on precise terms to be approved by the Director of Finance and Support, provided that they are consistent with the conditions set out in 3.2.2 of this report.

3. Issues and Choices

3.1 Report Background

- 3.1.1 A steamroller was built to order for the former County Borough Council in 1900. This steamroller was built by Allchins – a Northampton firm. It remained in operational use until the 1950's. It was restored in the 1960's by employees of the Council and, with the permission of the Council, was exhibited by them at Steam Fairs. It was subsequently offered to Northampton Museum, but was considered to fall outside their collecting policy. The Roller was then loaned to the Northamptonshire Ironstone Railway Trust at Hunsbury, where it was kept for a number of years.
- 3.1.2 When repair works were required to it in the early 1990's, an agreement was reached for these to be carried out free of charge by a Northamptonshire based firm – Valentines. The roller remained at their works in Rushden until that firm went into liquidation some years ago. At that point the steamroller was returned to the Council in a disassembled state. It has been stored in that state at Westbridge Depot for a number of years. The remaining parts have deteriorated since that time.
- 3.1.3 In November 2000 a report was brought to the Executive of this Council, which put forward a number of potential options concerning the future of the Roller. The Executive supported the option of this Council retaining ownership of the Roller and procuring its restoration as either a static exhibit or as a working piece of machinery. Officers were not subsequently able to achieve this object. The restoration of the Roller would require significant financial investment in making bespoke parts and large amounts of specialist labour time. Full restoration would therefore take a substantial period to achieve. No organisation was identified that would be willing to make such investment of time and money without them having a long-term interest in the Roller.
- 3.1.4 The Council was approached early in 2009 by the NLRPS, to establish on what basis the Council might agree to them restoring the Roller and having control of it. NLRPS are a registered charity, whose objects include, amongst other things, *"The advancement of education in the techniques and methods for conservation and operation of steam engines and associated equipment... by the provision of training in such areas"*. NLRPS were supported in their approach by the Road Roller Association, a national body affiliated to the National Traction Engine Trust. The latter have confirmed, in writing, that NLRPS includes *"a number of members of the Road Roller Association with good track records in preservation of both steam vehicles and road rollers"*.
- 3.1.5 NLRPS and The Road Roller Association are concerned that the Roller should be under the control of an organisation that will restore it appropriately, i.e. in a way entirely consistent with its original design. They wish to avoid the risk of it being converted into other forms, such as a Showman's Engine, which may make it more commercially attractive for sale. NLRPS are willing to renovate and restore the Roller and keep it in its original livery and specification at their own cost. They have indicated that it will take in excess of five years to fully restore it to 'steaming standard'. They are also prepared to meet all costs of

removal of the Roller parts from Westbridge Depot in accordance with a pre-agreed method statement.

3.2 Issues

- 3.2.1 The Roller in its current condition has effectively no value other than for salvage or scrap. The majority of the remaining parts are stored in the open air and will naturally deteriorate further. NLRPS and the Road Roller Association have indicated that in its fully restored state the Roller may have a value of c. £25,000. However, it is clear that the costs of parts and labour to achieve this would be in excess of this sum.
- 3.2.2 The conditions that are considered applicable to any transfer of ownership should be (a) that the Roller is substantially (but not necessarily completely) restored within a period of five years from the date of transfer (b) that it is restored to its original livery - i.e. to that of the former County Borough (c) that it is made available for public viewing on at least two occasions per annum (d) that all risk and costs of collection, restoration and future maintenance rest with NLRPS (e) that sufficient undertakings are received from NLRPS upon transfer that the Roller will form a permanent part of their collection of exhibits and (f) that the Council reserves rights to inspect the Roller, by prior appointment, to establish whether (a) – (e) are being observed.

3.3 Choices (Options)

- 3.3.1 The Council could choose to retain full ownership of the Roller parts and prioritise resources to restore the Roller. It could then retain it for display or dispose of it in a restored state. This is not a cost effective option, given existing budgetary constraints and corporate priorities.
- 3.3.2 The Council could choose to grant a lease of the Roller to an appropriate charitable body at nil rent. Whilst NLRPS may be prepared to accept a long-term lease of the property with rights of renewal, the resultant cumulative lease periods would in practice be akin to wholesale transfer of ownership.
- 3.3.3 The Council could choose to transfer full ownership of the Roller parts to an appropriate charitable body (NLRPS) for nil value, but subject to the conditions set out at 3.2.2. above to protect the public interest. This is the recommended option.
- 3.3.4 The Council could choose to offer the parts for sale on an open tender basis. This might result in a small receipt, but the Council would not be able to control what might then happen to the Roller parts.

4. Implications (including financial implications)

4.1 Policy

There are none specifically.

4.2 Resources and Risk

- 4.2.1 If the recommended option is pursued, there would be no cost implications for the Council, save for officer time in completing documentary arrangements with NLRPS. If the remaining parts were, alternatively, sold to the highest bidder this may produce a small capital receipt. However, the price achieved may prove to be little more than scrap value.
- 4.2.2 There is the risk that if the property is transferred to NLRPS or any other charitable body, that organisation may not comply with its undertakings to restore the Roller or that organisation may subsequently be wound up. The Council would seek to use appropriate legal mechanisms to protect, as far as it could, against the former risk. In respect of the latter risk, the current constitution of NLRPS has been considered. If the Charity is dissolved, there is sufficient comfort that their net assets would be transferred to an appropriate body (trust, charity, not for profit organisation or transport orientated museum).

4.3 Legal

- 4.3.1 The legal position is generally set out in this report. Upon transfer of a chattel, such as is proposed, the legal mechanisms that exist in relation to real estate do not necessarily apply. Consequently, enforcement of obligations could be potentially more complicated post transfer of this asset.

4.4 Equality

There are no specific equalities issues that would arise out of transferring this property.

4.5 Consultees (Internal and External)

Northampton & Lamport Railway Preservation Society; Road Roller Association

4.6 How the Proposals deliver Priority Outcomes

Not applicable

4.7 Other Implications

None specifically

5. Background Papers

- 5.1 Files: Asset Management; Report to Executive dated 17 November 2003 (prepared by Peter Field – Museum Manager)

Simon Dougall – Corporate Asset Manager